

FARGO CITY COMMISSION AGENDA
Monday, October 27, 2025 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the following purposes:

1. For the purpose of receiving its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of the public body pertaining to the Enterprise Environmental Health product and Tyler Technologies, Inc. contract. Discussing these matters in an open meeting will have an adverse fiscal effect on the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code § 44-04-19.1 subsection 5;
AND
2. For the purpose of discussing negotiation strategy and providing negotiating instructions to the City's attorney or other negotiator regarding one or more agreements for the leasing of real property (land and improvements) for the relocation of the downtown Resource and Recovery Center, and the financing arrangements for such leasing, as discussing such negotiations, strategy and pricing in an open meeting would have a negative fiscal effect on the bargaining position of the City of Fargo. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 9.

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 13, 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 JP Development LLP.
2. Certificate of Completion with Grove Enclave, LLC (Tax Increment District 2021-03 Project).
3. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 8-0801, 8-0802, 8-0803, 8-0804, 8-0805, 8-0806, 8-0807, and 8-0808, of Article 8-08, of Chapter 8, of the Fargo Municipal Code Relating to Crashes and an Ordinance Repealing Section 8-0809, of Article 8-08, of Chapter 8, of the Fargo Municipal Code, Relating to False Reports and an Ordinance Amending Section 1-0305, of Article 1-03, of Chapter 1, Relating to Classification of Ordinance Violations; 1st reading, 10/13/25.

4. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code; 1st reading, 10/13/25.
5. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 25-1507 (A) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 10/13/25.
6. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 21.1-0102 of Article 21.1-01, of Chapter 21.1, of the Fargo Municipal Code Relating to the International Residential Code; 1st reading, 10/13/25.
7. Settlement Agreement between City of Fargo and Newman Signs, Inc.
8. Applications for Games of Chance.
9. Right of Way Use Agreement with Bison Run Rentals, LLC for 1102 and 1110 17th Street North.
10. Final Balancing Change Order No. 4 in the amount of \$17,999.00 for Project No. NR-24-B2.
11. Final Balancing Change Order No. 1 in the amount of \$0.00 for Project No. NR-24-B3.
12. Change Order No. 2 in the amount of \$107,151.00 and a 14-day time extension to the Substantial and Final Completion Dates 10/17/25 and 11/3/25 for Project No. SR-25-B1.
13. Change Order No. 5 in the amount of \$2,652.00 for Project No. TN-24-A1.
14. Negative Final Balancing Change Order No. 2 in the amount of -\$417.40 for Project No. UR-25-D1.
15. Bid award to Earthwork Services Inc. in the amount of \$1,168,127.05 for Project No. SN-25-B1.
16. Bid advertisement for Project No. BR-27-E.
17. Change Order No. 6 in the amount of \$86,744.00 for Improvement District No. BN-23-F1.
18. Change Order No. 2 in the amount of \$39,010.56 for Improvement District No. BN-25-C1.
19. Change Order No. 2 in the amount of \$23,514.55 for Improvement District No. BN-25-E1.
20. Change Order No. 1 in the amount of \$2,146.84 and a time extension to the Substantial and Final Completion Dates of 11/7/25 and 5/1/26 for Improvement District No. BR-25-A1.
21. Change Order No. 1 in the amount of \$5,580.85 for Improvement District No. PN-25-A1.
22. Bid award to Northern Improvement Co. in the amount of \$3,498,999.45 for Improvement District No. BR-26-A1.
23. Resolution Authorizing the Issuance of Not to Exceed \$58 million City of Fargo Refunding Improvement Bonds, Series 2025D, Prescribing the Terms and Covenants Thereof, and Creating a Fund for the Payment Thereof and Resolution Creating the Funds of Improvement Districts, Providing for and Appropriating Special Assessments for Support

and Maintenance of Said Funds, and Authorizing Issuance of not exceeding \$58 million Improvement Warrants (Series 2025D) Thereon.

24. Items from the FAHR meeting:
 - a. Receive and file General Fund - Budget to Actual through 9/30/25.
 - b. Receive and file General Fund - 2025 Year End Projections through 9/30/25.
 - c. Second Amendment to Lease Agreement with Northland Hospitality, LLC and related budget adjustment in the amount of \$8,879.00.
 - d. Workforce Safety and Insurance (WSI) Grant award in the amount of \$10,089.95.
 - e. Licensed Addiction Counselor position for Fargo Cass Public Health and related budget adjustment.
 - f. Enrollment Specialist position for Fargo Cass Public Health and related budget adjustment.
 - g. Bid award to Catalis in the amount of \$333,430.00 for the replacement of the Computer Assisted Mass Appraisal system (RFP25088).
25. Notice of Grant Award from the ND Department of Health and Human Services for Food Sufficiency, Safe Sleep/Breastfeeding (CFDA #93.994).
26. Notice of Grant Award Amendment from the ND Department of Health and Human Services for Title X Planning Program (CFDA #93.217).
27. Notice of Grant Award from the ND Department of Health and Human Services for Expanding Access for Community-Based Cancer Prevention (CFDA #93.991).
28. End User Agreement for Employment Credit Reports with Eide Bailly LLP.
29. Amendment to the Findings of Fact, Conclusions and Order for property located at 1202-1204 1st Avenue South and 103, 105, 105 1/2 12th Street South.
30. Resolution Approving Plat of Buchholz Industrial Addition.
31. Resolution Approving Plat of Laverne's Sixth Addition.
32. Receive and file the 2025 Downtown Fargo Parking Study and authorize staff to publish the Request for Proposals (RFP) for Parking Operator Services, pending final City Attorney review.
33. Memorandum of Understanding with Bell Bank for access to their exterior surveillance cameras to supplement the FLOCK cameras.
34. Change Order No. 2 in the amount of \$0.00 for the GTC Deck Overlay Project.
35. Bid award and Contract Agreement with Metropolitan Mechanical Contractors, Inc. in the amount of \$103,975.00 for the RO CIP Hot Water Project (RFP25250).
36. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

37. **PUBLIC HEARING** - Application for a transfer of a Class "Z" Alcoholic Beverage License from JTS Corp d/b/a Frank's Lounge to Frank's Bar LLC d/b/a Frank's Lounge to be located at 2640 52nd Avenue South.

38. **PUBLIC HEARING** - Application for a Class "B-Annexation" Alcoholic Beverage License for Northdale Oil, Inc. d/b/a Sisters Beer Wine & Spirits to be located at 4300 County Road 81 North.
39. **PUBLIC HEARING** - Application for a Class "C" Alcoholic Beverage License for DALA, LLC d/b/a The 1889 located at 602 Main Avenue.
40. **PUBLIC HEARING – CONTINUE to 11/10/25** - 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 Regular Meeting:
 - 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.
41. **PUBLIC HEARING** - Plat of Northern Pacific Third Addition (13, 15, 21 and 23 Broadway North, and 512 and 508 Northern Pacific Avenue); approval recommended by the Planning Commission on 8/5/25.
42. **PUBLIC HEARING** – Annexation of 72.96 acres, more or less located in a part of the Southwest Quarter and part of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.
 - a. 1st reading of annexation Ordinance.
43. **PUBLIC HEARING** - Selkirk Place Fourth Addition (3276 67th Avenue South, 7273 25th Street South, 6987 Golden Valley Parkway South, and 3423, 3539 and 3699 76th Avenue South); approval recommended by the Planning Commission on 8/5/25:
 - a. Zoning Change from AG, Agricultural and GC, General Commercial to AG, Agricultural, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Selkirk Place Fourth Addition.
44. Recommendation to approve the relocation of the Resource and Recovery Center to 2001 1st Avenue North.
 - a. Lease Agreement with Bullinger Enterprises, LLLP.
 - b. Fiscal Sponsorship Agreement and Administrative Fee Agreement with Fargo-Moorhead Area Foundation.
45. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. David Slack and Debra Potter Slack (5 years).
 - b. Andrew and Rebecca Bakke (5 years).

- c. Moose Dixon, LLC (5 years).
 - d. Daren and Brandy Bakke (5 years).
 - e. Seth Morken (5 years).
 - f. Rebekah Jensen (5 years).
46. Recommendation for appointment to the Housing and Redevelopment Authority.
47. Liaison Commissioner Assignment Updates.
48. **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.



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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: October 20, 2025

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

Weather Modification and JP Development were approved for a five-year property tax incentive for a job creations project.

They are applying for a buydown of the interest rate from the Bank of North Dakota. This requires community match, which can be an in-kind contribution of the property tax exemption.

Attached are agreements the City needs to approve for the property tax incentives to be the in-kind contribution for the interest buydown program. Fargo is not providing any cash or loan guarantee. The Bank of North Dakota will provide a lower interest rate if this interest buydown is approved.

Recommended Motion

Approve agreements to provide in-kind contributions of property tax exemptions to for JP Development.

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Borrower:	JP DEVELOPMENT LLP
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 **JP DEVELOPMENT LLP** (the "Borrower") from BELL BANK (the "Originating Lender") pursuant to a promissory note dated _____. 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.

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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.

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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.

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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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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.

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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:	JP DEVELOPMENT LLP PO BOX 146 FARGO ND 58107-0146

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,

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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: Mayor

BANK OF NORTH DAKOTA

By: Joel Erickson

Joel Erickson
Its: Business Banker

JP DEVELOPMENT LLP

By: _____

Title: _____

**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 **JP DEVELOPMENT LLP** (the "Borrower") by **BELL BANK** (the "Originating Lender") pursuant to a promissory note dated _____ (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:	BELL BANK 320 32ND AVE W, SUITE 100 WEST FARGO ND 58078

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

BANK OF NORTH DAKOTA, Escrow Agent

By: _____

Joel Erickson
Title: Business Banker

Carrie Willits

Title: ESCROW OFFICER

CITY OF FARGO

By: _____

Title: *Mayor*

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*

Exhibit C

Community Buydown Payment Instructions

There are various options for paying the community portion of the buydown. The options include:

- ☐ One-Time (Present Value Community amount)
 - ☐ Annually
 - ☐ Semi-Annually
 - ☐ Quarterly
 - ☐ Monthly
 - ☒ In-Kind
- One-Time payment (*discounted*)
 - If the Community elects to pay the full buydown amount up front, they are required to only pay the **Present Value Community** amount listed on the buydown schedule. The Present Value amount is a discounted amount due to the funds being placed in an interest-bearing account at BND upon receipt.
 - Funds need to be received by BND at least **30 days prior to the borrower's first principal and interest payment**. Please confirm the first principal and interest payment due date with the Originating Lender.
 - If paying present value, BND does not generate an invoice. Please use Exhibit A as your billing notice.
 - If a billing frequency other than One-Time is selected,
 - First billing installment needs to be received by BND prior to the first principal and interest payment. Please confirm the first principal and interest payment due date with the Originating Lender.
 - An invoice will not be sent for the first installment.
 - Once the frequency has been indicated above, an estimated billing schedule may be provided, if requested.
 - Invoices will be mailed to the Community for all future installments.
 - If the Community is providing an in-kind contribution, please provide evidence of the value of the in-kind contribution.
 - If you have any questions regarding the community portion of the buydown, please contact Joel Erickson at jberickson@nd.gov or (701) 239-7315.

**COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION**

The **CITY OF FARGO** (the Community) has approved its participation in the PACE Program for a loan to **JP DEVELOPMENT LLP** (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 **4.46** 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)



2

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research



DATE: October 14, 2025

SUBJECT: Completion documents for the redevelopment of the Kmart site

The redevelopment of the Kmart site has been completed and the developer has complied with the terms of the amended developer agreement. The project includes a retail center, commercial pad sites and a lower income housing apartment building. The City inspected the project and documented all of the costs eligible for Tax Increment Financing.

Attached for your approval is the Certificate of Completion, the Tax Increment Note and the Private Placement Memorandum.

Recommended Motion

Approve and authorize the Mayor to sign the Certificate of Completion and the Tax Increment Note for the project that redeveloped the former Kmart property.

TAX INCREMENT NOTE

No. R-1

\$1,531,733.22

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO

TAX INCREMENT
REVENUE NOTE OF 2025
(TAX INCREMENT DISTRICT 2021-03 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to GROVE ENCLAVE, LLC, a North Dakota limited liability company (the "Developer"), or the registered assign, the principal sum of One Million Five Hundred Thirty One Thousand Seven Hundred Thirty-three and 22/100ths Dollars (\$1,531,733.22), an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of Three and One-half Percent (**3.50%**) per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of June 27, 2022 (as the same may have been amended from time to time, the "Developer Agreement"), by and between the City and GROVE ENCLAVE, LLC, a North Dakota limited liability company, as the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by GROVE ENCLAVE, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. Subject to the terms hereof, the principal of and interest on the Tax Increment Note shall in the aggregate be payable on May 15th following the date of issuance of the Tax Increment Note and on May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as the "Payment Date" or collectively as the "Payment Dates".

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding

such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received to said date by the City on the Project and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's Payment Date. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of \$1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby."

"Developer Tax Increments" are defined in the Developer Agreement as follows:

"The portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments derived from Developer's Taxes."

"Tax Increments" are defined in the Developer Agreement as follows:

"Tax Increments' means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law.

In addition, "Developer's Taxes" are defined in the Developer Agreement as follows:

"Developer's Taxes' means taxes paid with respect to the portions of the Development Property and Improvements completed by the Developer for the fifteenth (15th) Tax Year

and earlier Tax Years. Taxes for the sixteenth (16th) year following the first Tax Year, or for any subsequent year, are not included as Developer's Taxes.."

In addition, "Tax Year" is defined in the Developer Agreement as follows:

"Tax Year" is one of a maximum of fifteen (15) successive calendar years, with the first year being the year that, pursuant to this Agreement, the Tax Increment Note is issued and with the subsequent years being the fourteen (14) subsequent calendar years. The fifteenth (15th) Tax Year, therefore, is the fourteenth (14th) calendar year following the first said year.

In addition, "Maturity Date" is defined in the Developer Agreement as follows:

"Maturity Date" means the date that is three (3) years from the Payment Date for the fifteenth Tax Year following the date of the issuance of the Tax Increment Note.

In addition, Section 3.6 of the Developer Agreement provides as follows:

"The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (a) to make payments on the Tax Increment Note; and,
- (b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be

payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of \$1,531,733.22 (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2021-03, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2021-03(Grove Enclave Project) Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2021-03 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of GROVE ENCLAVE, LLC, by reorganization, merger or acquisition, (2) a member of GROVE ENCLAVE, LLC, (3) to a lender of GROVE ENCLAVE, LLC, as collateral for financing as permitted by the Developer Agreement, (4) a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to GROVE ENCLAVE, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the

assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than GROVE ENCLAVE, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of November 3, 2025.

CITY OF FARGO, CASS COUNTY, NORTH
DAKOTA

By: _____
Timothy Mahoney, its Mayor

ATTEST:

Steven Sprague, City Auditor

(SEAL)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF
REGISTRATION

REGISTERED OWNER

SIGNATURE OF
AUTHORITY'S TREASURER

Nov 3, 2025

GROVE ENCLAVE, LLC

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and GROVE ENCLAVE, LLC, a North Dakota limited liability company (the "Developer") have entered into an agreement dated as of the 27th day of June, 2022; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to Developer by the City.

DATED as of the 3rd day of November, 2025.

CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

PRIVATE PLACEMENT
MEMORANDUM

Relating to

CITY OF FARGO, NORTH DAKOTA

\$1,531,733.22 Tax Increment Revenue Note of 2025
(Grove Enclave Redevelopment Project—Tax Increment District No. 2021-03)

Dated: November 3, 2025

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the \$1,531,733.22 Tax Increment Revenue Note of 2025 (Grove Enclave Redevelopment Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a Developer Agreement dated as of June 27, 2022 (the "Development Agreement"), by and between the City and GROVE ENCLAVE, LLC (the "Developer" herein). The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District No. 2021-03 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note; Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

" Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever."

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

" Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement

and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby.

Subordinate Use of Tax Increments. Section 3.6 of the Development Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

“Section 3.6. Use of Tax Increments.

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (1) to make payments on the Tax Increment Note; and
- (2) after payment of the Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the “City”), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor’s Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called "original net tax capacity". There are risk factors for persons relying on tax increments to be received over time, including the following:

- (a) **Incomplete Completion of the Improvements.** The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.

- (b) Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value would be reduced, and taxes and tax increments would be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.
- (c) Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
- (d) Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.
- (e) Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The North Dakota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
- (f) Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities.
- (g) Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.
- (h) Legislation. The North Dakota Legislature has the authority to modify laws affecting real property taxes, particularly as they relate to mill levies and the overall level of taxes.
- (i) Combinations of Factors. Factors that reduce taxes and tax increments can occur in combinations that reduce tax increments further than any one factor alone.

Factors noted above present risks for the receipt of tax increments; changes in the other direction could increase taxes and tax increments.

Pay-as-You-Go Format. The Tax Increment Notes are instruments which municipalities refer to as "pay as you go" notes. Issued in reimbursement of eligible costs paid by others, such notes involve no initial cash to or from the municipality. They are issued to developers of

property improvements, the same parties who are expected to own the real property and pay the taxes. As long as the same party both owns the property and holds the note, the tax increment risks noted above to some extent cancel out economically, making the changes somewhat a "wash". For instance, if the property owner does not pay its taxes, the same party as holder of the note does not receive tax increments (because, due to non-payment of taxes, there are none). If tax capacity rates fall, leading taxes and tax increments to fall, the note holder receives fewer tax increments in payment of the note but the same person as owner of the property has "saved" a similar amount in not paying taxes. If the ownership of the real property and the note cease to be in the same party, this offsetting of tax increment risks by attendant property tax benefits is broken. Upon the initial issuance of the Note, the holder is the Developer.

TAX TREATMENT OF NOTE

No Information About Tax Treatment of Note. The Issuer does not know, and makes no representation about, the tax treatment of, or tax consequences for the Developer of, (1) the Issuer's issuance of the Note in reimbursement of public costs of redevelopment paid by the Developer, or (2) the later retention or disposition of the Note or the retention or disposition of the property whose costs were reimbursed by the issuance of the Note.

NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

NOT COMPREHENSIVE

Not Comprehensive. This Private Placement Memorandum is not intended to be a complete or comprehensive description of the Note or a complete presentation of all matters relevant to owning or holding the Note. It is intended for use with the Developer or a sophisticated investor, each of whom are encouraged to engage in such diligence reviews of matters of fact and law and inquiries as to matters of fact and law as will provide sufficient information for a business decision about ownership of the Note. The Developer to whom the

Note is originally issued will provide the City with a certificate as to making its own determinations and not relying on the City or information provided by the City.

RECEIPT AND ACKNOWLEDGEMENT
PRIVATE PLACEMENT MEMORANDUM

The undersigned does hereby acknowledge receipt of the Private Placement Memorandum delivered to the undersigned dated the 3rd day of November, 2025.

DATED: November 3, 2025

GROVE ENCLAVE, LCC

By _____,
_____, its _____

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

③

1 AN ORDINANCE AMENDING SECTIONS 8-0801, 8-0802, 8-0803, 8-0804, 8-0805,
2 8-0806, 8-0807, AND 8-0808, OF ARTICLE 8-08, OF CHAPTER 8,
3 OF THE FARGO MUNICIPAL CODE, RELATING TO ~~ACCIDENTS~~ CRASHES

4 AND

5 AN ORDINANCE REPEALING SECTION 8-0809, OF ARTICLE 8-08, OF CHAPTER
6 8, OF THE FARGO MUNICIPAL CODE, RELATING TO FALSE REPORTS

7 AND

8 AN ORDINANCE AMENDING SECTION 1-0305, OF ARTICLE 1-03, OF CHAPTER
9 1, RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS.

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

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

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

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

19 NOW, THEREFORE,

20 Be it Ordained by the Board of City Commissioners of the City of Fargo:
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 1. Amendment.

2 Sections 8-0801, 8-0802, 8-0803, 8-0804, 8-0805, 8-0806, 8-0807, and 8-0808, of Article
3 8-08, of Chapter 8, of the Fargo Municipal Code, are amended as follows:

4 ARTICLE 8-08 – ACCIDENTS CRASHES

5 8-0801. - Immediate notice of ~~accident~~ crash.

6 The driver of a vehicle involved in an ~~accident~~ crash in the city resulting in injury to or death
7 of any person or in property damage to the extent set forth in North Dakota ~~state law~~ Century
8 Code section 39-08-09 shall immediately give notice of such ~~accident~~ crash to the Fargo
9 police department.

10 The driver of a vehicle involved in an crash with an undomesticated animal resulting in
11 property damage only to the driver's vehicle is exempt from the notice requirements of this
12 section, regardless of the amount of damage to the driver's vehicle.

13 8-0802. - Written report of ~~accident~~ crash to city.

14 The driver of a vehicle ~~which is~~ involved in any ~~manner in an~~ accident crash resulting in
15 bodily injury to or death of any person or ~~total~~ property damage to an apparent extent of the
16 amount as established by North Dakota ~~state law~~ Century Code section 39-08-09 shall forward
17 a written report of such ~~accident~~ crash to the police department of this city ~~on forms provided~~
18 ~~by the city~~. The provisions of this section shall not be applicable if the ~~accident~~ crash was
19 investigated at the scene by a police officer while such driver was present.

20 8-0803. - ~~Accident~~ Crashes involving damage to vehicles.

21 The driver of any vehicle involved in an ~~accident~~ crash resulting only in damage to a vehicle
22 which is driven or attended by any person shall immediately stop ~~his the~~ vehicle at the scene
23 of such ~~accident~~ crash or as close ~~thereto~~ as possible and ~~in every event~~ shall remain at or
return to ~~and remain at~~ the scene of such ~~accident~~ crash until ~~he has the driver has~~ fulfilled all
of the requirements of §§ 8-0801 and 8-0804. Every such stop shall be made without
obstructing traffic more than is necessary.

8-0804. - Duty to give information and render aid.

The driver of any vehicle involved in an ~~accident~~ crash resulting in injury to or the death of
any person or damage to any vehicle which is driven or attended by any person shall give the
driver's name, and address, and the name of the motor vehicle insurance policy carrier of the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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driver and owner, as well as the and registration number, of the vehicle. Upon request, and if available, the driver of any vehicle involved in the accident crash shall exhibit the driver's, operator's, or chauffeur's license to the person struck or to the driver or occupant of, or person attending, any other vehicle involved in the accident crash and. The driver shall render to any person injured in the accident crash, reasonable assistance, including the carrying, or the making of arrangements for the carrying, of the person to a physician, surgeon, or hospital for medical or surgical treatment if it is apparent that treatment is necessary or if such carrying is requested by the injured person.

8-0805. - Duty upon striking fixtures or other property.

The driver of any vehicle involved in an accident crash resulting only in damage to fixtures, unattended vehicles, or other property shall take reasonable steps to locate the owner or person in charge of such property and notify him the owner of such fact and of his the driver's name, address, and of the registration number of the vehicle. he is driving and shall, uUpon request, and if available, the driver shall exhibit his the operator's or chauffeur's license and shall give immediate notice as required by § 8-0801 and make reports of such accident as required by § 8-0802.

8-0806. - Officer to report to traffic director.

Every law enforcement officer who, in the regular course of duty, investigates a motor vehicle accident crash, which is required to be reported as provided in North Dakota Century Code section 39-08-09, either at the time and at the scene of the accident or thereafter by interviewing the participants or witnesses shall forward promptly a written report, prescribed by the traffic director, in duplicate to the traffic division. Said officer upon completion of investigation shall issue and affix to each of the cars involved a "damaged car release sticker".

8-0807. - Driver unable to report—Report by occupant or owner.

- A. An accident crash report is not required under this chapter from any person who is physically incapable of making the report during the period of such incapacity.
- B. Wherever the driver of a vehicle is physically incapable of giving an immediate report of any accident crash as required herein, and there was another occupant in the vehicle at the time of the accident crash capable of doing so, such occupant shall make or cause to be given the report normally required of the driver.
- C. Whenever the driver of a vehicle is physically incapable of making a written report of an accident crash as required herein and such driver is not the owner of the vehicle, then the owner of the vehicle, within five days after learning of the accident crash, shall make the report normally required of the driver.

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8-0808. - Garages to report and investigation stickers.

~~The person in charge of any garage or repair shop located in the city to which it is brought any motor vehicle which shows evidence of having been involved in an accident or struck by any bullet, if said vehicle does not have a damaged car release sticker attached thereto or if said vehicle has bullet holes therein, shall immediately, and before any repairs are made, make a report to the police department. Said report shall include the license plate number, and name, and address of owner or operator of such vehicle. If said vehicle does have a damaged car release sticker attached thereto no report to the police department is necessary. Stickers on such vehicles are not to be removed until repairs are completed, but must be removed before the vehicle is released to the owner or operator.~~

The person in charge of any garage or repair shop to which is brought any motor vehicle which shows evidence of having been involved in a reportable crash as provided in North Dakota Century Code section 39-08-09 or of being struck by any bullet, shall report or cause a report to be made to the Fargo Police within twenty-four hours after such motor vehicle is received, and before any repairs are made. The report shall contain the registration number, name and address of the owner, operator, or person in control of such vehicle, description and location of the type of damage to the vehicle, and any missing parts. The report is not required if the vehicle has a sticker on a window issued by a police officer, sheriff, or highway patrol trooper, bearing information to show that the crash in which the vehicle was involved has been investigated. The police officer investigating any reportable crash shall attach a sticker to the window of any damaged vehicle showing that the crash in which such vehicle was involved has been investigated. If the vehicle does bear such a sticker, the garage or repair shop may begin repairs immediately. After repairs have been made and before the vehicle is released, the sticker provided must be removed.

Section 2. Repeal.

Section 8-0809, of Article 8-08, of Chapter 8, of the Fargo Municipal Code, is repealed.

Section 3. Amendment.

Section 1-0305, of article 1-03, of chapter 1, of the Fargo Municipal Code, is amended as follows:

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

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

- 3 1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic
4 offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3)
5 (lending registration plates), section 8-0308 (reproducing operator's or driver's
6 license or permit), section 8-0309 (driving under suspension), section 8-0310
7 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D)
8 (failure to deliver plates) section 8-0803 (~~accidents~~ crashes involving damage to
9 vehicle), section 8-0804 (duty to give information and render aid), section 8-0805
10 (duty upon striking fixture or other property), ~~section 8-0809 (false reports)~~,
11 section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301
12 (disorderly conduct), section 10-0201 (indecent exposure), section 10-0301
13 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319
14 (incendiary devices), section 10-0320 (registration in schools), section 10-0321
15 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-
16 0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323
17 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324
18 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft),
19 section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation
20 required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in
21 possession of marijuana), 12-0105(E)(6)(failing to surrender habitually at large
22 animal), 12-0117(G)(2)(owning a dog after being barred), 12-0117(G)(3)(failure
23 to surrender a dangerous or potentially dangerous dog), 12-0117(G)(4)(allowing
a dangerous or potentially dangerous dog to run at large), section 13-0511
(removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-
0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18
(massage therapy establishments), chapter 17 (sewers and sewerage), article 18-
09 (excavation code), section 25-0412 (unlicensed taxicab or vehicle for hire),
section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C)
(minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic
beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-
36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

ORDINANCE NO. _____

A person who violates Fargo Municipal Code sections 8-0801, shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305(c) of the Fargo Municipal Code, as may be amended from time to time.

A person who violates Fargo Municipal Code sections 8-0802 or 8-0808, shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

A person who violates Fargo Municipal Code sections 8-0803, 8-0804, or 8-0805 shall be deemed to have committed a Class B Misdemeanor and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1009 OF ARTICLE 8-10
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO THE TRAFFIC CODE

1
2 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
3 accordance with Chapter 40-05.1 of the North Dakota Code; and,

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

6 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
7 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,

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

10 NOW, THEREFORE,

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

12 Section 1. Amendment.

13 Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is hereby
14 amended to read as follows:

15 8-1009. Night Parking Restrictions.--

16 A. Within the central business district, as defined in § 8-0101, it shall be unlawful for
17 any person to park any vehicle or trailer on any north-south street between the
18 hours of 2:00 a.m. and 7:00 a.m. on Tuesdays, Thursdays, and Saturdays, or on
19 any east-west avenue between the hours of 2:00 a.m. and 7:00 a.m. on Mondays,
20 Wednesdays, Fridays, and Sundays. Any vehicle or trailer parked in violation of
this section is hereby declared to be a public nuisance, and may be impounded by
the police department.

21 B. ~~From November 1 of each year until April 15 of the following year, within the~~
22 ~~area of the city outside of the central business district from 19th Avenue North to~~
23

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

13th Avenue South, inclusive, and from the Red River to 25th Street North and South, inclusive, excluding the area between the Red River and 5th Street South, inclusive, from 6th Avenue South to 12th Avenue South, inclusive, and in any other area which is designated by appropriate signs, it shall be unlawful for any person to park any vehicle or trailer on any north-south street between the hours of 1:00 a.m. and 7:00 a.m. on Tuesdays, Thursdays, and Saturdays, or on any east-west avenue between the hours of 1:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays. Any vehicle or trailer parked in violation of this section is hereby declared to be a public nuisance, and may be impounded by the police department.

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of as provided in Section 1-0305 (13)(a) of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

5

ORDINANCE NO. _____

AN ORDINANCE AMENDING
SECTION 25-1507 (A) OF ARTICLE 25-15
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
RELATING TO ALCOHOLIC BEVERAGES

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 25-1507 (A) of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby
amended as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

25-1507. License—Fees.

- A. Initial issuance fee—For a license granted which is not a renewal or a transfer of an existing license, the following fees shall be payable as hereinafter provided:

Class AB—\$150,000

Class ABH—\$30,000

Class ABH-RZ—\$15,000

Class ABH-limited—\$1,800.00

Class A—\$115,000

Class B—\$ 90,000

Class C—\$7,500

Class D—\$1,500.00

Class DD—\$3,000

Class E—\$25 ~~plus \$10~~ for each day requested. Additional \$25 fee if application is received less than 7 days before the event, ~~and only after a showing of good cause. In no event will a A permit shall not~~ be issued less than 48 hours before the scheduled event without a showing of good cause.

Class F—\$3,000

Class FA—\$100,000

Class FA-RZ—\$50,000

Class FA-GOLF—\$60,000

Class FA-ENTERTAINMENT—\$100,000

Class G—\$1,000

Class H—\$800

Class I—\$10,000

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Class I-ENTERTAINMENT—\$10,000

Class J—No fee

Class L—No fee

Class M—\$1,500

Class N—\$3,000

Class O—\$400

Class P—\$1,400

Class W—\$7,500

Class Y—\$3,000

Class Z—\$105,000

Class B-Limited—\$80,000

Class RZ-V—\$5,000

Class DCP-E—\$25 plus \$10 for each day requested.

Class VWB—\$7,500

No fee shall be charged for the initial issuance of a license hereunder to a lodge or club, nor shall any fee be charged for the initial issuance of a license to any liquor establishment licensed by any other political subdivision over which the city of Fargo has subsequently acquired jurisdiction by annexation, provided, however, that such liquor establishment must have been in existence for at least fifteen (15) years prior to such annexation by the city of Fargo. The initial issuance fee charged shall be the difference between the city fee and the fee originally charged by the issuing subdivision.

A non-refundable payment in the sum of 10% of the initial issuance fee shall be paid at the time issuance of the license is approved by the board of city commissioners pursuant to § 25-1508 of this article. The remainder of the initial issuance fee shall be payable upon issuance of the license, but not more than 30 days after date of approval by the board of city commissioners; provided, that the time for payment of the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 remaining balance of the initial issuance fee may, with the approval of the board of city
2 commissioners, be deferred and paid by periodic payments within 180 days after the
3 date of approval. In the event that the applicant fails to pay the remainder of the initial
4 issuance fee within 30 days, or such other time as may have been approved by the
board of city commissioners, the approval shall be deemed to have expired and the
10% payment by the applicant shall be forfeited.

5 ***

6 Section 2. Effective Date.

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

8
9
10 _____
Timothy J. Mahoney, M.D., Mayor

11 Attest:

12
13 _____
Steven Sprague, City Auditor

14
15 First Reading:
16 Second Reading:
17 Final Passage:
18
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(6)

AN ORDINANCE AMENDING SECTION 21.1-0102 OF
ARTICLE 21.1-01, OF CHAPTER 21.1, OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL RESIDENTIAL 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 Century Code; and

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

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

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

NOW, THEREFORE,

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

Section 1. amendment.

Section 21.1-0102 of Article 21.1-01, of Chapter 21.1, of the Fargo Municipal Code, is
amended as follows:

Section R302.5.1 is hereby amended to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for
sleeping purposes shall not be permitted. Other openings between the garage and dwelling
unit shall be equipped with solid wood doors not less than 1¾ inches (35 mm) in thickness,

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1 solid or honeycomb-core steel doors not less than 1 $\frac{3}{8}$ inches (35 mm) thick, or 20-minute
2 fire rated doors.

3 Section R306 Is hereby deleted in its entirety

4 Section R307.2 Construction. Storm shelters shall be constructed in accordance with this
5 code and ICC 500.

6 Section R309.1 Townhouse automatic sprinkler systems. Is hereby amended to read as
7 follows:

8 R309.1 Townhouse automatic sprinkler systems. An automatic residential sprinkler
9 system shall be installed in townhouses which are located on a private street or private fire
10 department access road that is required to be greater than 150 feet in length as required by
11 Section 503 of the International Fire Code.

12 Section R309.2 One – and two-family dwelling automatic sprinkler systems. Is hereby
13 deleted in its entirety.

14 Section R318.3.2 is hereby amended to read as follows:

15 **R318.3.2** Floor elevations at other exterior doors. Exterior doors other than the required
16 egress door shall be provided with landings or floors not more than 8 inches below the top
17 of the threshold.

18 **Exception:** An exterior landing or floor is not required at the exterior doorway where a
19 stairway with a total rise of less than 30 inches (762 mm) is located on the exterior side of
20 the door, provided that the door does not swing over the stairway.

21 ***
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. amendment.

Table R301.2, of Section 21.1-0102, of Article 21.1-01, of Chapter 21.1, of the Fargo Municipal Code, is amended so that ground snow load is changed from 50 to 64, and wind design speed is changed from 115 to 111, as follows:

Table 301.2(1)

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage from			Winter Design Temp	Ice Underlayment Required	Barrier	Flood Hazard	Air Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite						
	64	111	No	No		No	Zone A	Severe						
Manual 2 Design Criteria														
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction factor	Indoor Temperature	Design Cooling	Temperature	Heating Temperature Difference						
569	46	-17°	88°	None	70°	73°		87°						
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity								
13°	15 mph	7.5 mph	70	11	50%	50%								

Section 3. Penalty.

A person who violates Article 21.1-01 of the Fargo Municipal Code shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0305 of the Fargo Municipal Code, as may be amended from time to time.

Section 4. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

CITY ATTORNEY
Nancy J. Morris

**OFFICE OF THE
CITY ATTORNEY**

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

⑦

October 7, 2025

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

RE: Settlement Agreement between City of Fargo and Newman, Inc.

Dear Commissioners,

This matter comes to you on behalf of the City's Inspections and Prosecution Departments. The City of Fargo alleged Newman Signs, Inc. had established digital facing signs in locations where Newman had only obtained a static sign permits, in violation of the sign code, specifically section 20-1303(C). Newman responded that a sign code exception allowed them to change the static signage to digital. Newman and the City engaged in an extensive settlement discussion to resolve these matters. Ultimately, the parties agreed that Newman would apply for and pay for permits that allow the signage to be digital. The settlement agreement is consistent with other inspection cases where the goal is compliance, not punishment.

Suggested Motion: I move to approve the enclosed Settlement Agreement relating to Newman and the City of Fargo.

Sincerely,



William B. Wischer

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is effective the date after both parties have signed (the "Effective Date"), between the City of Fargo (the "City") and Newman Signs, Inc. ("Newman").

Recitals

1. Newman is the owner and operator of numerous billboards and signs in the City of Fargo.
2. The City is a municipality in the State of North Dakota
3. The City has authority to regulate billboards and signs in the City of Fargo under the Fargo Municipal Code.
4. The City alleges three of Newman's signs in the City of Fargo do not conform with the Fargo Municipal Code. The three signs are located as follows:

3321 Main Ave. Fargo, ND (hereinafter referred to as "Main");
4201 13th Ave. S. Fargo, ND (hereinafter referred to as "13th"); and
5402 53rd Ave. S. Fargo, ND (hereinafter referred to as "53rd").
5. Newman denies the City's allegations and disagrees with the City's interpretation of the applicable provisions of the Fargo Municipal Code
6. Newman and the City both desire to enter in to this agreement to resolve all issues involving these three signs.

Agreement

Main

7. The sign located at 3321 Main Ave. Fargo ND, has two sides. The west facing side is currently digital. The east facing side is currently static.
8. The City alleges a violation of FMC § 20-1303(C). Newman denies any violation.
9. West side: Within 15 days of both parties signing this Agreement, Newman shall properly apply for a digital sign permit for the sign located at 3321 Main Ave. Fargo, ND (west facing side). Within 15 days of receiving the application request, the City shall grant to Newman a digital sign permit for the sign located at 3321 Main Ave. Fargo, ND (west facing side).
10. East side: This side shall remain static, subject to any future changes in the Fargo Municipal Code.

13th

11. The sign located at 4201 13th Ave. S. Fargo, ND has three sides. The east facing side is currently digital. The west facing side is currently digital. The north facing side is currently static.
12. The City alleges a violation of FMC § 20-1303(C), FMC § 20-1308(E), and FMC § 20-1308(E)(2). Newman denies any violations.
13. West side: Within 15 days of both parties signing this Agreement, Newman shall properly apply for a digital sign permit for the sign located at 4201 13th Ave. S. Fargo, ND (west facing side). Within 15 days of receiving the application request, the City shall grant to Newman a digital sign permit for the sign located at 4201 13th Ave. S. Fargo, ND (west facing side).
14. East side: The east facing side of the sign located at 4201 13th Ave. S. Fargo, ND, already has a permit to be digital, so no action is needed on that side.
15. North side: This side shall remain static, subject to any future changes in the Fargo Municipal Code.

53rd

16. The sign located at 5402 53rd Ave. S. Fargo, ND has two sides. The east facing side is currently digital. The west facing side is currently static.
17. The City alleges a violation of FMC § 20-1303(C). Newman denies any violations.
18. East side: Within 15 days of both parties signing this Agreement, Newman shall properly apply for a digital sign permit for the sign located at 5402 53rd Ave. S. Fargo, ND (east facing side). Within 15 days of receiving the application request, the City shall grant to Newman a digital sign permit for the sign located at 5402 53rd Ave. S. Fargo, ND (east facing side).
19. West side: This side shall remain static, subject to any future changes in the Fargo Municipal Code.

Miscellaneous

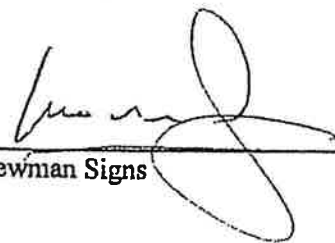
20. Newman must comply with any changes in City and/or State law. Notwithstanding the foregoing, Newman will be entitled to the same rights that any other party would have such as being grandfathered in or being legally non-conforming.
21. The Parties agree this is a settlement of the alleged violations detailed in this Agreement. The City of Fargo agrees to not prosecute Newman for these alleged violations, but reserves the right to prosecute any breach of this Agreement or future breach of the Municipal Code.
22. Both parties agree that this Agreement may be used as an exhibit or as evidence in criminal or civil proceedings.
23. Failure to comply with this Agreement may result in prosecution of Newman or civil remedies against the breaching party, whether Newman or the City of Fargo. If a party prevails on a claim that the other party has breached this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees.
24. This Agreement is binding on any future owners of these three signs. This Agreement is binding on all future successors.
25. Except as provided herein, each party is responsible for their own attorney fees.
26. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota.
27. The parties agree to cooperate and execute any documents to give full force and effect to the terms of this Agreement.
28. This Agreement contains the entire agreement between the parties. Any previous correspondence, conversations, or memos are replaced by this Agreement.
29. The parties enter in to this agreement knowingly, intelligently, and willingly. Both parties have been advised by legal counsel. Neither party is under duress.

Dated: 9/22/2025



City of Fargo

Dated: 9-23-25



Newman Signs

(8)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: OCTOBER 27, 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 (9-2023)

fd

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group El Zagal		Dates of Activity (Does not include dates for the sales of tickets) February 21st, 2026	
Organization or Group Contact Person Mike Hennebry (Event Organizer)		E-mail m.f.hennebry@gmail.com	Telephone Number 701-238-3573
Business Address 1429 3rd St N		City Fargo	State ND
Mailing Address (if different)		City	ZIP Code 58102

SITE INFO

Site Name El Zagal Shrine Center		County Cass	
Site Physical Address 1429 3rd St N		City Fargo	State ND
			ZIP Code 58102

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

One event each year in February.

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Boards (10 games)	\$750 Scheels Gift cards x 10 games	\$7,500
Raffles (30 games)	\$500 Scheels Gift cards x 30 games	\$15,000
Raffle (1 game)	\$1000, \$750, \$500 & \$250 Scheels Gift Cards	\$2500
Total (limit \$40,000 per year)		\$ \$25,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Fraternal Operations - El Zagal Shrine

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 1-800-328-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Mike Hennebry	Telephone Number 701-238-3573	E-mail Address m.f.hennebry@gmail.com
Signature of Organization Group's Permit Organizer 	Title Chairman	Date 10/13/2025



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

✓

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

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

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

ORGANIZATION INFO

Name of Organization or Group El Zagal Outdoors Unlimited		Dates of Activity (Does not include dates for the sales of tickets) 4-19-26	
Organization or Group Contact Person Roger Ellsworth		E-mail rogere11sworth11@gmail.com	Telephone Number 612-849-2888
Business Address 1429 3rd St N.	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name El Zagal Shrine		County Cass	
Site Physical Address 1429 3 ST N		City Fargo	State ND
		ZIP Code 58102	
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) April 19, 2020			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle	10 raffles value @ \$50.00 each	500⁰⁰
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Fargo North Baseball out of town 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 \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Roger A. Ellsworth	Telephone Number 612-849-2888	E-mail Address rogere11sworth11@gmail.com
Signature of Organization Group's Permit Organizer 	Title Pres	Date 10/4/25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 57

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 Lincoln Elementary PTA		Dates of Activity (Does not include dates for the sales of tickets) 10/24/2025 - 4/18/2026	
Organization or Group Contact Person Ahron Walter	E-mail lincolnelementaryptafrps@gmail.com	Telephone Number 701-730-2229	
Business Address 2120 9th St S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Lincoln Elementary		County Cass	
Site Physical Address 2120 9th St S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 50/50 Raffle on 10/31/2025 & 4/17/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle 10/31/25	Cash	Less than \$500
50/50 Raffle 4/17/26	Cash	Less than \$500
Total (limit \$50,000 per year)		\$ < 1,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds PTA General Fund	
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 Ahron Walter	Telephone Number 701-730-2229	E-mail Address lincolnelementaryptafrps@gmail.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date 10/15/2025

Page 58 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT



NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

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

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

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

ORGANIZATION INFO

Name of Organization or Group ND FFA Foundation		Dates of Activity (Does not include dates for the sales of tickets) 11-9-2024	
Organization or Group Contact Person Beth Allen		E-mail ballen@ndffaoundation.com	Telephone Number 701-224-8390
Business Address 909 Basin Ave Ste 2		City Bismarck	State ND ZIP Code 58504
Mailing Address (if different)		City	State ZIP Code

SITE INFO

Site Name Holiday Inn		County Cass County	
Site Physical Address 3803 13th Ave S		City Fargo	State ND ZIP Code 58506

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.)

one time a year.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Sell Raffle Tickets	1-Custom Gun	750.00
Total (limit \$40,000 per year)		\$ 750.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds		Mission is to support the leadership opportunities and activities of the ND FFA and agricultural education.	
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: \$750.00 (This amount is part of the total prize limit for \$40,000 per fiscal year)			
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)			
☐ Yes ☒ No			

Printed Name of Organization Group's Permit Organizer Beth Allen	Telephone Number 701-224-8390	E-mail Address ballen@ndffaoundation.com
Signature of Organization Group's Permit Organizer <i>Beth Allen</i>	Title Fiscal Manager	Date 8/26/2024



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 Farmhouse Fraternity		Dates of Activity (Does not include dates for the sales of tickets) 12/12/2025	
Organization or Group Contact Person Robert Fischer	E-mail robertsfischer@yahoo.com	Telephone Number 701-490-2308	
Business Address 1144 College St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name NDSU Farmhouse Fraternity		County Cass	
Site Physical Address 1144 College St N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle- 12/12			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Meat bundles	
	1 @ \$1000 1 @ \$500 5 @ \$100	
	1 @ \$750 2 @ \$250	
Total (limit \$50,000 per year)		\$ 3250.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Donation to the Leukemia and Lymphoma society	
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 Robert Stephen Fischer	Telephone Number 701-490-2308	E-mail Address robertsfischer@yahoo.com
Signature of Organization Group's Permit Organizer 	Title Raffle Chairman	Date 10/21/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

pd

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 Oak Grove Lutheran School		Dates of Activity (Does not include dates for the sales of tickets) 11/6/2025	
Organization or Group Contact Person Shellie Simonson Ulven	E-mail shellie.ulven@oakgrovelutheran.com	Telephone Number 701.373.7196	
Business Address 124 N Terrace	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn	County Cass		
Site Physical Address 3803 13th Ave South	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 11/6/2025 One time Raffle Boards at the Oak Grove Fall Gala & Auction			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	Gift Card to Scheels	\$1000.00
Raffle Board	Chloe Small Spin Leather Crossbody Tote	\$1609.20
Total (limit \$50,000 per year)		\$ 2609.20

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Classroom resources & Student Tuition assistance
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 Shellie Simonson Ulven	Telephone Number 701.373.7196	E-mail Address shellie.ulven@oakgrovelutheran.com
Signature of Organization Group's Permit Organizer <i>Shellie Simonson Ulven</i>	Title Development Relations Officer	Date 10/14/2025



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 <u>Sts Anne + Joachim Catholic Church</u>		Dates of Activity (Does not include dates for the sales of tickets) <u>11/9/25</u>	
Organization or Group Contact Person <u>Jenn Hulstein</u>	E-mail <u>jhulstein@stsaaj.org</u>	Telephone Number <u>701-235-5757</u>	
Business Address <u>5202 25th St. S</u>	City <u>Fargo</u>	State <u>ND</u>	ZIP Code <u>58104</u>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <u>Sts Anne + Joachim Catholic Church</u>		County <u>Cass</u>	
Site Physical Address <u>5202 25th St. S</u>	City <u>Fargo</u>	State <u>ND</u>	ZIP Code <u>58104</u>
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.) <u>11/9/25</u>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Various gift cards - \$10-\$25 each	400.00
50/50 Raffle	Cash prize	350.00
Total (limit \$50,000 per year)		\$ <u>750.00</u>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <u>Building Improvements</u>	
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: <u>22,500</u> (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 <u>Jenn Hulstein</u>	Telephone Number <u>701-235-5757</u>	E-mail Address <u>jhulstein@stsaaj.org</u>
Signature of Organization Group's Permit Organizer <u>[Signature]</u>	Title <u>Business Manager</u>	Date <u>10/20/25</u>



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 The Village Family Service Center		Dates of Activity (Does not include dates for the sales of tickets) 11/14/2025	
Organization or Group Contact Person Kelly Olson	E-mail kolson@thevillagefamily.org	Telephone Number 701-451-4900	
Business Address 2701 12th Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Delta by Marriott		County Cass	
Site Physical Address 1635 42nd St S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 11/14/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	Scheels Gift Cards	1000
Raffle Board	Local Restaurants for a Year pkg	1200
Raffle Board	Vikings vs Lions tickets with parking pass	3500
Total (limit \$50,000 per year)		16,450

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Proceeds of the raffle boards and heads/tails game help provide over \$400,000 in free or reduced fee services for The Village clients	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Kelly Olson	Telephone Number 701-451-4831	E-mail Address kolson@thevillagefamily.org
Signature of Organization Group's Permit Organizer 	Title CEO	Date 10/08/2025

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	High End Bourbon Package	600

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

Game Type	Description of Prize	Exact Retail Value of Prize
Heads/Tails Game	Gift Card	500
Heads/Tails Game	Gift Card	500
Raffle Board	Necklace	9150
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Type: Right of Way Use Agreement

Location: 1102 & 1110 17th Street North

Date of Hearing: 10/20/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/27/25</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding a Right of Way Use Agreement with Bison Run Rentals, LLC at 1102 & 1110 17th Street North.

The Developers, Nicholas and Betsy Yanez-Rich (dba Bison Run Rentals, LLC), had their contractor, Comstock Construction, reach out with plans to redevelop the parcels along 17th Street North, specifically between parcels 1102 and 1110. The redevelopment is for the proposed Bison Run Townhomes. They have requested the use of City right of way to accommodate deliveries, equipment staging and material staging work during construction. The proposal is to use the western boulevard of 17th Street, adjacent to their two parcels, as an entrance location for deliveries to their site and work with City staff to establish specific entry and exit points. After construction, they would be responsible for replacing any damaged sidewalk, curb and gutter, and for regrading and seeding any damaged boulevards.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of the Right of Way Use Agreement with Bison Run Rentals, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with Bison Run Rentals, LLC.

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Matthew Jennings, ROW Management

Date: October 14, 2025

Re: Bison Run Rentals LLC – Right of Way Use Agreement – 1102 & 1110 17th Street North

Background:

The Developers, Nicholas and Betsy Yanez-Rich, doing business as Bison Run Rentals LLC had their Contractor, Comstock Construction Inc. reach out with plans to redevelop the parcels along the west side of 17th Street North, specifically parcels 1102 and 1110. This redevelopment is for the proposed Bison Run Townhomes. They have requested the use of the City right-of-way to accommodate deliveries, equipment staging and material staging work during construction.

Their proposal is to use the western boulevard of 17th Street adjacent to their two parcels as an entrance location for deliveries to their site. They plan to work with City Engineering staff to establish specific entry and exit points along 17th Street North, adjacent to their property. After construction of the townhomes, they would be responsible for replacing any damaged sidewalk, curb and gutter, and for regrading and seeding any damaged boulevards.

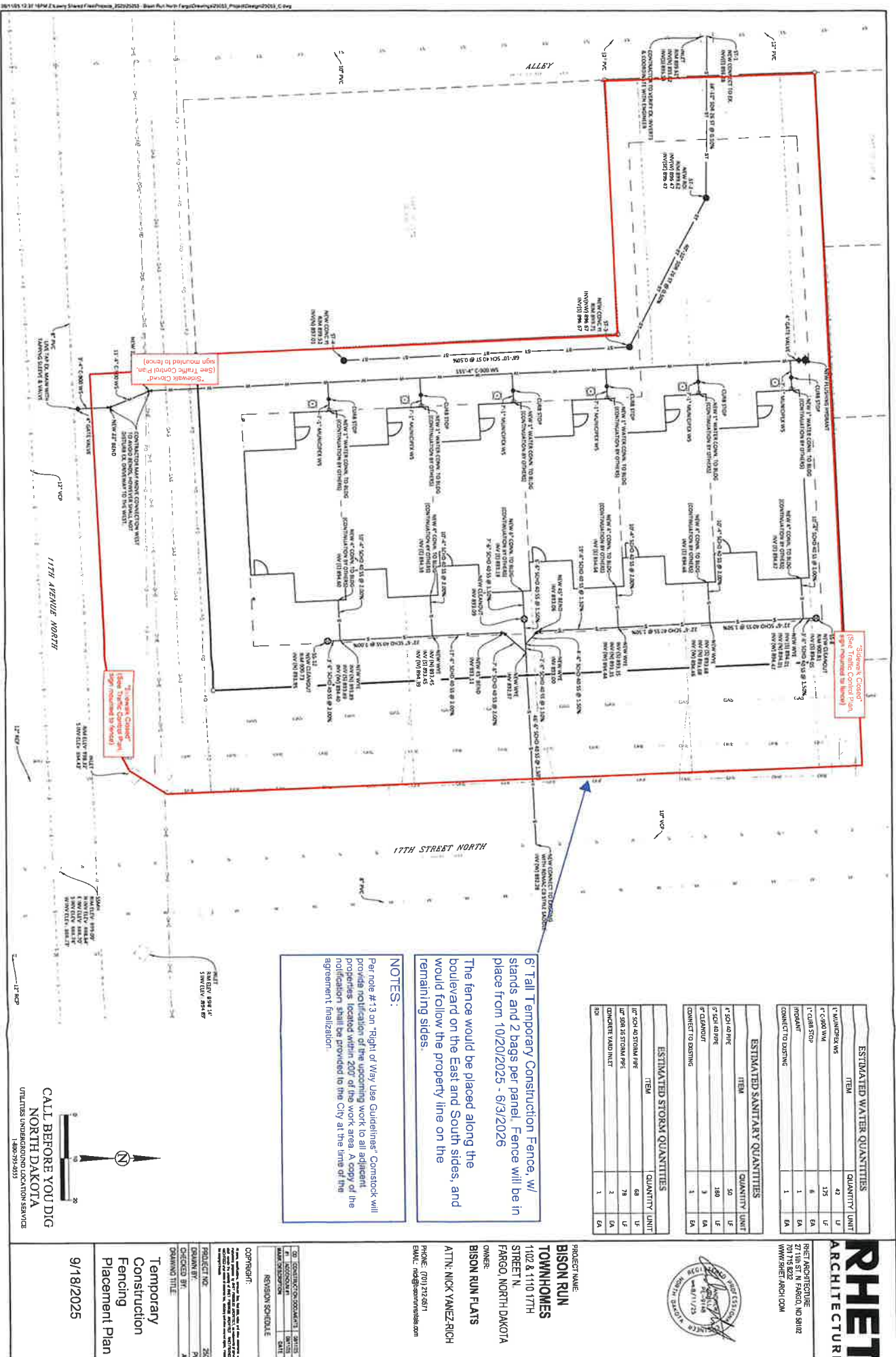
Attached is the agreement to use the ROW during construction. The primary use will be for site access and construction staging.

Comstock Construction will perform periodic sidewalk maintenance along their pedestrian detour route, including sweeping and snow removal, until the ROW use agreement expires. The agreement may be extended depending on the contractor's need for right-of-way use and the construction timeline.

Recommended Motion:

Recommend approval of the ROW Use Agreement with the following parties- Nicholas and Betsy Yanez-Rich, Bison Run Rentals LLC and Comstock Construction Inc.

MCJ/jmg
Attachment



ESTIMATED WATER QUANTITIES		
ITEM	QUANTITY	UNIT
1" MINIMUM WS	42	LF
1" C&M WS	175	LF
1" C&M STD	6	EA
PRODENT	1	EA
CONNECT TO EXISTING	1	EA

ESTIMATED SANITARY QUANTITIES		
ITEM	QUANTITY	UNIT
1" S&I 40 PIPE	50	LF
1" S&I 40 PIPE	160	LF
9" CLEANOUT	3	EA
CONNECT TO EXISTING	1	EA

ESTIMATED STORM QUANTITIES		
ITEM	QUANTITY	UNIT
12" S&I 40 STORM PIPE	69	LF
12" S&I 40 STORM PIPE	79	LF
CONCRETE MAN INLET	2	EA
CON	1	EA

6' Tall Temporary Construction Fence, w/ stands and 2 bags per panel. Fence will be in place from 10/20/2025 - 6/3/2026

The fence would be placed along the boulevard on the East and South sides, and would follow the property line on the remaining sides.

NOTES:

Per note #13 on "Right of Way Use Guidelines" Comstock will provide notification of the upcoming work to all adjacent properties located within 200' of the work area. A copy of the notification shall be provided to the City at the time of the agreement finalization.

CALL BEFORE YOU DIG
NORTH DAKOTA
UTILITIES UNDERGROUND LOCATION SERVICE
1-800-795-4353

RHET ARCHITECTURE

RHET ARCHITECTURE
2710 ST N FARGO, ND 58102
WWW.RHET-ARCH.COM

PROJECT NAME:
BISON RUN TOWNHOMES
1102 & 1110 17TH STREET N
FARGO, NORTH DAKOTA

OWNER:
BISON RUN FLATS

ATTN: NICK YAMER-RICH

PHONE: (701) 217-6671
EMAIL: nrich@bisonrunflats.com

REVISION SCHEDULE	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR FINAL

COPYRIGHT:	
PROJECT NO.	250
DESIGN BY:	PA
CHECKED BY:	A
DRAWING TITLE:	Temporary Construction Fencing Placement Plan

9/18/2025

Right of Way Use Agreement

This Right of Way Use Agreement (“Agreement”) is made and entered into between Bison Run Rentals, LLC, a North Dakota limited liability company, and Nicholas and Betsy Yanez-Rich (hereafter collectively the “Owner”), Comstock Construction, Inc, a North Dakota corporation (“Contractor”), and the City of Fargo, a North Dakota municipal corporation (“City”).

WHEREAS, Bison Run Rentals, LLC, is the owner of real property described as Lot 9, Block 3, Beardsley’s Addition, located at 1110 17th Street North, Fargo, ND 58102.

WHEREAS, Nicholas and Betsy Yanez-Rich are the owners of real property described as the East 80 feet of Lots 10 and 11, Block 3, Beardsley’s Addition, located at 1102 17th Street North, Fargo, ND 58102.

WHEREAS, Contractor will begin construction of townhomes south of NDSU located upon the East 80 feet of Lots 10 and 11, Block 3 and Lot 9, Block 3, Beardsley’s Addition to the City of Fargo, Cass County, North Dakota (the “Development Property”); and

WHEREAS, Owner and Contractor have requested permission from the City to utilize portions of the public right of way (“PROW” or “Right of Way”) located adjacent to the

Development Property, including use of the boulevard for staging and material storage for construction; and

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

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

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

East 80 feet of Lots 10 and 11, Block 3, Beardsley's Addition to the City of Fargo, Cass County, North Dakota

and

Lot 9, Block 3, Beardsley's Addition to the City of Fargo, Cass County, North Dakota

2. Contractor shall be permitted use of the PROW adjacent to the intended construction activity upon the Development Property, under certain terms and conditions as stated herein. Contractor shall be responsible for ensuring all construction and restoration work upon the Development Property, and in any way impacting the PROW along 17th Street North & 11th Avenue North, complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.

3. Contractor shall be permitted use of the PROW in such a manner as described in this Agreement until no longer than September 1, 2027, or as modified from time to time by written agreement signed by all the parties hereto. Any request for extension of the term of this Agreement must be made by Owner or Contractor in writing at least thirty (30) days' prior to the expiration to allow City adequate time to consider the request. If this Agreement is not renewed or modified

in accordance with this provision, the Agreement shall automatically terminate at 11:59 p.m. Central Standard Time on September 1, 2027.

4. Contractor is required to obtain all permits required for working in PROW. As part of the permit review process for work in the PROW, City Engineering must approve design documents for proposed construction, modifications, and improvements in the PROW. Any proposed change, modification, or alteration to the design documents for construction, modifications, and improvements after initial approval by City Engineering must be submitted to City Engineering for review and approval no less than 30 days prior to commencement of any work within or upon the PROW.

5. Contractor agrees to comply with all City ordinances, policies and regulations to minimize noise impacts to the neighborhood surrounding the Development Property between the hours of 10:00 p.m. and 7:00 a.m.

6. Contractor shall be responsible for periodic snow removal operations along the pedestrian detour route until the expiration of this Agreement. Snow removal operations shall be started as directed by the City Engineer or designee.

7. For access to the Development Property, Contractor will be allowed to enter and exit the boulevard of 17th Street North & 11th Avenue North from designated entrance and exit locations off of the two respective roadways as agreed upon by Contractor and City. Contractor will be responsible for the repairs and replacement, including all associated costs and expenses, of any boulevard, sidewalk and curb and gutter damaged as a result of the site access authorized by this Agreement. If Contractor fails to repair and/or replace damaged sidewalk or curb and gutter before expiration of this Agreement, then this provision shall survive termination until all such repair and replacement work is completed by Contractor in a manner satisfactory to City.

8. Contractor and the City acknowledge that work adjacent to live traffic will be necessary throughout the duration of this Agreement. The Contractor is responsible for implementing traffic control and closing sidewalk portions adjacent to the Development Property during any operations that could pose a risk to pedestrian safety and the traveling public.

9. Any change to dates of impacts must first be approved by City Engineering. Impacts that are not identified in this Agreement must first be approved by City Engineering. City Engineering reserves the right to obtain City Commission approval of impacts if in the sole discretion of City Engineering the impacts are too large for City Engineering to decide without City Commission approval. Any impacts requiring City Commission approval may require an amendment to this Agreement.

10. Contractor shall be responsible for all private utilities affected by its construction activities, and shall notify the utility provider of proposed impacts. Contractor shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Contractor's construction activities.

11. Owner and Contractor hereby grants to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Contractor agrees and understands that City is not responsible for construction delays or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Owner and Contractor and its Project Manager prior to City entry to the Development Property, except in case of an emergency as defined and determined solely by City.

12. Contractor will, during any use of PROW, use due care to protect City streets, utilities, infrastructure, and all other public property and private utilities occupying the PROW. Extraordinary or excessive damage caused by Contractor's construction activities shall be remedied immediately, at the sole discretion of City. If Contractor refuses to remedy such damage, then the City may elect to repair the damage and all costs incurred by the City to remedy the damage will be billed to the Owner. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month.

Owner and Contractor agree that failure to provide payment to the City of the restored infrastructure and improvements shall result in the establishment of a special assessment district consisting solely of the Development Property, for the purpose of financing the Owner's payment responsibilities to the City. City will levy special assessments against the Development Property to recover all costs of the project, in accordance with N.D.D.C. Ch. 40-22 and the City of Fargo Infrastructure Funding Policy. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Development Property, include all costs of completing the work required in accordance with the terms of this Agreement.

13. Contractor accepts and shall be responsible for all maintenance of the street, curb, adjoining green space, sidewalk, driveways, street lighting and City utilities, which may be impacted by Contractor's work in the PROW. Contractor shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the PROW and within the construction site, all to the satisfaction of the City Engineer or its designee.

14. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner and Contractor fourteen (14) days' notice to vacate the PROW if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Contractor's use of the PROW and direct Contractor to restore the PROW to the City's sole use and control.

15. Notices required by this Agreement shall be given as follows:

As to the Owner:	As to the Contractor:	As to the City:
Bison Run Flats, LLC Nicholas & Betsy Yanez-Rich nick@BisonRunRentals.com betsy@BisonRunRentals.com 1100 17 th St N Fargo, ND 58102 (701) 212-0571	Comstock Construction Taylor Lies tlies@comstockconst.com 4511 15 th Ave N Fargo, ND 58102 (701) 433-2044	City of Fargo Engineering attn.: Matt Jennings feng@fargond.gov 225 4 th St N Fargo, ND 58102 (701) 241-1545

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

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

18. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

19. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

20. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable. This Agreement is to be construed as if drafted by all parties.

21. This Agreement, together with any incorporated documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

22. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

23. It is specifically agreed between the parties that this Agreement or a Memorandum of this Agreement may be recorded against the Development Property.

24. This Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.

25. The City, Contractor and Owner wish to work together to provide an acceptable finished product. Contractor shall provide to City a deposit in the amount of \$10,000 to cover all expenses that may be incurred by City as a result of Contractor's work in the PROW.

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

When a corrective measure is required by the City, City will notify Contractor by phone and email. If the Contractor fails to timely remedy and the City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$5,000, Contractor shall replenish the deposit to \$10,000.

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

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

Dated this 15 day of October, 2025.

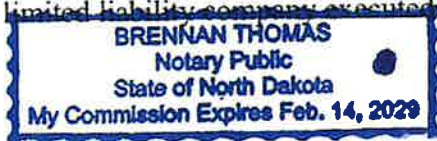
Comstock Construction, Inc.
a North Dakota Corporation

By: Taylor Lies

Its: Project Manager

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

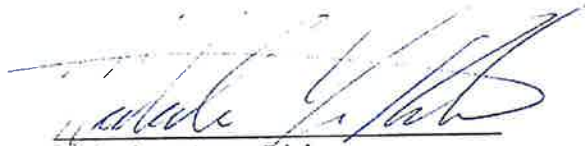
On this 15th day of October, 2025, before me personally appeared Taylor Lies of Comstock Construction, Inc a North Dakota Corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such ~~limited liability company~~ executed the same.



(SEAL)

Brennan Thomas
Notary Public

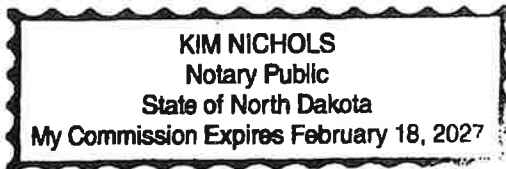
Dated this 15 day of October, 2025.


Nicholas Yanez-Rich


Betsy Yanez-Rich

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

On this 15 day of Oct, 2025, before me, a notary public in and for said county and state, personally appeared Nicholas Yanez-Rich and Betsy Yanez-Rich, to me known to be the persons described in and that executed the within and foregoing instrument, and acknowledged to me that said persons executed the same.



(SEAL)


Notary Public
Cass County, ND
My Commission expires:

Dated this 15 day of October, 2025.

Bison Run Rentals, LLC
a North Dakota Limited Liability Company

By: 
managing member

Its: managing member

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

On this 15 day of October, 2025, before me personally appeared Betsy Yanez-Rick of Bison Run Rentals, LLC, a North Dakota Limited Liability Company that is described in, and that executed the foregoing instrument, and acknowledged to me that such ~~person~~ limited liability company executed the same.

KEVIN NICHOLS
Notary Public
State of North Dakota
My Commission Expires February 18, 2027

(SEAL)


Notary Public

Dated this ____ day of _____, 2025.

City of Fargo, a North Dakota municipal
corporation

Dr. Timothy J. Mahoney M.D., 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 M.D. 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.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

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

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

REPORT OF ACTION

(10)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-B2

Type: Final Balancing Change Order #4

Location: Lift Stations #11 & #57

Date of Hearing: 10/20/2025

Routing

City Commission

Date

10/27/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, related to Final Balancing Change Order #4 in the amount of \$17,999.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #4 in the amount of \$17,999.00, bringing the total contract amount to \$4,964,579.00.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #4 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #4 in the amount of \$ 17,999.00, bringing the total contract amount to \$4,964,579.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal & State Funds

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

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:



Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Rob Hasey, Storm Sewer Utility Engineer

Date: October 20, 2025

Re: NR-24-B2 – Final Balancing Change Order #4

Background:

This project was for the reconstruction of Storm Sewer Lift Station #11 and removal of Storm Sewer Lift Station #57 located near Trollwood Park along Kandi Lane.

This project has been completed and Final Balancing Change Order #4 is attached for your review.

The substantial and final completion dates have been adjusted to account to the river outfall fencing material procurement and installation.



Recommended Motion:

Approval of Final Balancing Change Order #4 to Key Contracting Inc. in the amount of \$17,999.00 and to modify substantial and final completion dates as shown on the final balancing change order.

Attachment

September 4, 2025

Rob Hasey
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102

Subject: Change Order 4 Recommendations
NR-24-B2 Lift Station Repl/Rehab – Storm Lift Station #11 & #57

Mr. Hasey:

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

Additionally, modifications to the outfall fence were made by the Engineer and Contractor to better fit field conditions. This resulted in a delay in submitting on and delivery of the outfall fence materials. The Contractor has requested that the substantial completion date be moved from July 3rd to July 25th, 2025 to allow additional time for fence installation and subsequent work (mow strip, riprap, final grading and stabilization).

Key Contracting has also requested an extension of the final completion date from August 1, 2025, to September 5, 2025 due to material procurement times for punchlist items including fencepost caps and fabricated railing. The requested revised completion date has no impact on functionality of the project or impediments to the public and is recommended to be granted.

NR-24-B2 Lift Station Repl/Rehab – Storm Lift #11 & #57 Quantity Balancing Change Order

- **1300-ON50-DT012 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia:** This item was not utilized in construction of the project, resulting in a quantity adjustment from 100 LF to 0 LF and a contract adjustment of (\$100.00).
- **2100-RN50-X002S F&I Curb & Gutter Standard (Type II):** Two additional curb sections were found to be in disrepair and in need of replacement immediately adjacent to a section being replaced, resulting in a quantity adjustment from 755 LF to 771 LF and a contract adjustment of \$880.00.
- **2100-RR50-00000 Remove Curb & Gutter:** Two additional curb sections were found to be in disrepair and in need of replacement immediately adjacent to a section being replaced, resulting in a quantity adjustment from 723 LF to 739 LF and a contract adjustment of \$192.00.
- **3100-S070-X000C Seeding Type C:** This item was increased to accommodate grading modifications near the outfall, resulting in a quantity adjustment from 1000 SY to 1220 SY and a contract adjustment of \$495.00.
- **3100-W070-X000B Weed Control Type B:** This item was increased to accommodate grading modifications near the outfall, resulting in a quantity adjustment from 1000 SY to 1220 SY and a contract adjustment of \$55.00.

- **3100-M070-X0001 Mulching Type 1 - Hydro:** This item was increased to accommodate grading modifications near the outfall and additional application in areas where cutting was present, resulting in a quantity adjustment from 1000 SY to 1970 SY and a contract adjustment of \$1,164.00.
- **1500-ON50-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 142 LF to 0 LF and a contract adjustment of (\$142.00).
- **1500-ON50-DT060 F&I 1-1/4" Trench Found Rock 60" Plus Dia :** This item was not utilized on in the construction of the project, resulting in a quantity adjustment from 45 LF to 0 LF and a contract adjustment of (\$45.00).
- **1500-TN9R-00000 F&I Rip Rap Rock:** This item was increased to accommodate the revised outfall fence realignment, resulting in a quantity adjustment from 250 CY to 350 CY and a contract adjustment of \$15,500.00.

This change order will increase the contract price by \$17,999.00.

This change order will extend the substantial completion date to July 25th, 2025.

This change order will extend the final completion date to September 5th, 2025.

Sincerely,



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

CHANGE ORDER REPORT

**LIFT STATION REHAB/RECONSTRUCTION STORM LIFT STATION #11 & #57 -
GENERAL**

PROJECT NO. NR-24-B2

TROLLWOOD PARK AND KANDI LN

Change Order No	4	Change Order Date	9/30/2025
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 herein after described.

EXPLANATION OF CHANGE

Final balancing change order. Modify substantial completion date to July 25, 2025 and final completion to September 5, 2025 due to outfall fencing and lift station fencing supplier delays.

[illegible]

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 Rip Rap Rock	CY	250		250	100	350	\$155.00	\$15,500.00
Storm Sewer Sub Total										\$15,313.00

Summary.

Source Of Funding	WFIA Federal Funds and State SRF Funds
Net Amount Change Order # 4 (\$)	\$17,999.00
Previous Change Orders (\$)	\$43,676.00
Original Contract Amount (\$)	\$4,902,904.00
Total Contract Amount (\$)	\$4,964,579.00

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
7/3/2025	8/1/2025
Additional Days Substantial Completion	Additional Days Final Completion
22	35
New Substantial Completion Date	New Final Completion Date
7/25/2025	9/5/2025
Interim Completion Dates	

APPROVED
For Contractor
Title

thomas martin
President

APPROVED DATE
Department Head
Mayor
Attest

T-Cee

REPORT OF ACTION

11

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-B3

Type: Final Balancing Change Order #1

Location: Trollwood Park and Kandi Ln N

Date of Hearing: 10/20/2025

Routing

City Commission

Date

10/27/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, related to Final Balancing Change Order #1 in the amount of \$0.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$0.00, bringing the total contract amount to \$166,000.00.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #1 to Sun Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$0.00, bringing the total contract amount to \$166,000.00 to Sun Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal & State Funds

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Ryan Erickson

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☒☒☐

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson



CHANGE ORDER REPORT

LIFT STATION REHAB/RECONSTRUCTION STORM LIFT STATION #11 & #57 -
ELECTRICAL

PROJECT NO. NR-24-B3

TROLLWOOD PARK AND KANDI LN N

Change Order No	1	Change Order Date	10/13/2025
Contractor	Sun Electric		

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

Final Balancing Change Order

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

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

WIFIA Federal Funds and State SRF funds

\$0.00

\$0.00

\$166,000.00

\$166,000.00

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

APPROVED

For Contractor

Title


Project Manager

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No. SR-25-B1

Type: Change Order #2 & Time Extension

Location: Citywide

Date of Hearing: 10/20/2025

RoutingDate

City Commission

10/27/2025

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed a communication from Project Manager, Brandon Beaudry, regarding Change Order #2 in the amount of \$107,151.00 for additional work, along with a 14-day time extension to the Substantial and Final Completion Dates bringing them to October 17, 2025 and November 3, 2025.

Staff is seeking approval of Change Order #2 in the amount of \$107,151.00, which increases the total contract to \$742,915.95, and the associated 14-day time extension as described above.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 and the associated time extension to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$107,151.00, bringing the total contract amount to \$742,915.95, and the associated 14-day time extension to the Substantial and Final Completion Dates bringing them to October 17, 2025 and November 3, 2025 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, Street Light Utility & Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

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

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Ryan Erickson

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: Brandon Beaudry, Project Manager
Date: October 8, 2025
Re: Project No. SR-25-B1 - Change Order #2 and Time Extension
Sidewalk & Shared Use Path Rehab/Reconstruction

Background:

Project No. SR-25-B1 is for Sidewalk & Shared Use Path Rehab/Reconstruction. This change order is for additional spot repair sidewalk added to the contract through public complaints. The repairs are located at various areas Citywide.

The attached change order in the amount of \$107,151 which increases the total contract amount to \$742,915.95, is for additional work as shown on Change Order #2. A description of the additional work can be seen on page 2 of the Memorandum.

Border States Paving is requesting a 14-day time extension to complete the additional sidewalk reconstruction work added to the contract.

This Project is being funded by Sales Tax and Special Assessments.

Recommended Motion:

Approve Change Order #2 in the amount of \$107,151 with a 14-day time extension to Border States Paving.

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – October 3, 2025 Final – November 3, 2025	- -	Substantial – October 17, 2025 Final – November 3, 2025

BGB/jmg

Attachment

C: Tom Knakmuhs
Matt Jennings

Additional SW added

- A. 4315 18th Ave S
- B. 4476 Oak Creek Drive S (Along 44th Ave S)
- C. 3734 Dorothea Ct
- D. 4888 39th St S (New Sidewalk at Park)
- E. 1415 17th St S
- F. 1537 1st Ave S
- G. 703 University Drive S
- H. 25th St S / 39th Ave S
- I. 3310 38th Ave S (8'wide) Park Property north side of road
- J. 1279 55th St N (Near new walk area #1)
- K. 4273 Pine Parkway S 4272 Pine Parkway South
- L. 4201 54th Ave S
- M. 1513 25th Ave S
- N. 2618 12th St S
- O. 26th Ave S (Between 9th-11th St S North Side of road 3 spots)
- P. West of 2912 Prairie Farms Cir (Park Property)
- Q. 3531 18th St S
- R. 6596 28th St S
- S. 1750 NDSU Research Circle S
- T. 3415 39th St S
- U. 4905 44th St S (Side yard along 49th Ave S)
- V. 2918 11th St S
- W. 38th ST S / 9th Ave S (Near Bridge South side of Road)
- X. 32nd ST S & 45th Ave S
- Y. 3549 29th ST S
- Z. 1010 18th St S
- AA. 802 18TH AVE S
- BB. 2817 & 2831 Parkview Drive S
- CC. 3902 22nd St S
- DD. 6612 14th St S (NEAR #27)
- EE. 12th Ave N (West of I-29 Leading to bridge behind guard rail)
- FF. University Drive S / 5th Ave N (Near Pull box #1)
- GG. Eagles Elementary new ADA Sidewalk along University



CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-25-B1
VARIOUS AREAS CITY WIDE

Change Order No 2 Change Order Date 10/6/2025
 Contractor Border States Paving 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

Additional sidewalk work regarding complaints throughout the construction season.

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 (\$)
Assessed	1	F&I Sidewalk 4" Thick Reinf Conc	SY	1942	1169	2761	500	3261	\$75.10	\$37,550.00
	5	Rem & Repl Curb & Gutter	LF	-60	250	100	0	100	\$79.30	\$0.00
	10	Remove Tree	EA	9	4	4	8	12	\$946.00	\$7,568.00
								Assessed Sub Total		\$45,118.00
City Paid	14	Rem & Repl Curb & Gutter	LF	240	250	250	150	400	\$79.30	\$11,895.00
	15	F&I Sidewalk 4" Thick Reinf Conc	SY	-1059	1169	230	30	260	\$75.20	\$2,256.00
	16	F&I Sidewalk 6" Thick Reinf Conc	SY	72	95	95	20	115	\$80.00	\$1,600.00
	17	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	150		150	70	220	\$106.00	\$7,420.00
	18	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50		50	25	75	\$121.00	\$3,025.00
	20	Casting to Grade - w/Conc	EA	12		12	2	14	\$567.00	\$1,134.00
	23	Seeding Type B	SY	6700	7300	7300	1500	8800	\$5.10	\$7,650.00
	24	Mulching Type 1 Hydro	SY	6700	7300	7300	1500	8800	\$5.10	\$7,650.00

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 (\$)
	25	Irrigation Repair	EA	10		10	2	12	\$878.00	\$1,756.00
	26	Remove Sidewalk All Thicknesses All Types	SY	40		40	20	60	\$20.00	\$400.00
	28	Topsoil - Import Special	CY	120		120	200	320	\$56.40	\$11,280.00
								City Paid Sub Total		\$56,066.00
Street Lights	31	Mulching Type 1 Hydro	SY	-2078	7300	10	12	22	\$5.25	\$63.00
	33	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	27		27	6	33	\$122.00	\$732.00
	35	Seeding Type B	SY	-2078	7300	10	12	22	\$5.25	\$63.00
								Street Lights Sub Total		\$858.00
Change Order 1	39	F&I Sidewalk 4" Thick Reinf Conc	SY	-85	1169	1169	65	1234	\$78.60	\$5,109.00
								Change Order 1 Sub Total		\$5,109.00

Summary.

Source Of Funding	Sidewalk Assessment / Sales Tax / Street Lights
Net Amount Change Order # 2 (\$)	\$107,151.00
Previous Change Orders (\$)	\$175,950.75
Original Contract Amount (\$)	\$459,814.20
Total Contract Amount (\$)	\$742,915.95

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
10/3/2025	11/3/2025
Additional Days Substantial Completion	Additional Days Final Completion
14	0
New Substantial Completion Date	New Final Completion Date
10/17/2025	11/3/2025
Interim Completion Dates	

APPROVED		APPROVED DATE	
For Contractor	Camden Larsen	Department Head	
Title	Border States Paving, Inc.	Mayor	
	Project Manager	Attest	
			

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TN-24-A1

Type: Change Order #5

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

Date of Hearing: 10/20/2025

Routing

City Commission

Date

10/27/2025

PWPEC File

X

Project File

Leroy Grant

The Committee reviewed the accompanying correspondence from Project Manager, Leroy Grant, related to Change Order #5 in the amount of \$2,652.00 for additional work.

Staff is recommending approval of Change Order #5 in the amount of \$2,652.00, bringing the total contract amount to \$259,847.11.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #5 to Eagle River Utility Solutions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #5 in the amount of \$2,652.00, bringing the total contract amount to \$259,847.11 to Eagle River Utility Solutions.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Cass County Funds

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Ryan Erickson

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: Leroy Grant, Project Manager
Date: October 14, 2025
Re: Project No. TN-24-A1 - Change Order #5

Background:

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

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

While new fiber optic cable was being installed into an existing 2" conduit along the west side of 45th Street North, between Main Avenue and 12th Avenue North, the existing (3) fiber optic cables were found to be intertwined with damaged street light wires. To address the damage, Knife River (Strata Electric) conducted repair work on the street light wires at the intersection of 12th Avenue North and 45th Street North. The repair work conducted by Knife River (Strata Electric) cost \$1,912.92.

Eagle River, the fiber installer, was unable to fit the new 144 single mode fiber cable into the existing "C" Splice Enclosure. This issue necessitated the addition of a new "D" Splice Enclosure case at the Main Avenue and 45th Street North Fiber Scalability Center. The additional "D" Splice Enclosure case required by Eagle River cost \$739.08.

The total cost for both street light wire repair and new enclosure was \$2,652.00.

This project is funded by the Red River Regional Dispatch Center.

Recommended Motion:

Approve Change Order #5 to in the amount of \$2,652.00 to Eagle River Utility Solutions for Project No. TN-24-A1.



CHANGE ORDER REPORT
FIBEROPTIC COMMUNICATION IMPROVEMENTS
PROJECT NO. TN-24-A1
RED RIVER REGIONAL DISPATCH CENTER FIBEROPTIC INSTALLATION

Change Order No 5 Change Order Date 10/14/2025
Contractor Eagle River Utility Solutions

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

EXPLANATION OF CHANGE Change Order # 5

While new fiber optic cable was being installed into an existing 2" conduit along the west side of 45th Street North, between Main Avenue and 12th Avenue North. During the installation, the existing (3) fiber optic cables were found to be intertwined with damaged streetlight wires. To address the damage, Knife River (Strata Electric) conducted repair work on the streetlight wires at the intersection of 12th Avenue North and 45th Street North. The repair work conducted by Knife River (Strata Electric) at a cost \$1,912.92. Eagle River, the fiber installer, was unable to fit the new 144 single mode fiber cable into the existing "C" Splice Enclosure. This issue necessitated the addition of a new "D" Splice Enclosure case at the Main Avenue and 45th Street North Fiber Scalability Center. The additional "D" Splice Enclosure case required by Eagle River at a cost \$739.08. The total cost for both repairs and the new enclosure was \$2,652.00.

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 (\$)
Miscellaneous	1	F&I Conduit 2" Dia	LF	6435	0	6196	340	6536	\$7.80	\$2,652.00
Miscellaneous Sub Total										\$2,652.00

Summary

Source Of Funding	Cass County Funds
Net Amount Change Order # 5 (\$)	\$2,652.00
Previous Change Orders (\$)	\$21,726.31
Original Contract Amount (\$)	\$235,468.80
Total Contract Amount (\$)	\$259,847.11

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

APPROVED
For Contractor *Brent Pascion*
Title Senior Project Manager

APPROVED DATE
Department Head
Mayor
Attest

T-100

(14)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-25-D1

Type: Negative Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 10/20/2025

RoutingDate

City Commission

10/27/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding Negative Final Balancing Change Order #2 in the amount of -\$417.40, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #2 in the amount of -\$417.40, bringing the total contract amount to \$44,199.60.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -\$417.40, bringing the total contract amount to \$44,199.60 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Funds

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

Yes No

N/AN/AN/ACOMMITTEE

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

T. H. C. E.
 Tom Knakmuhs, P.E.
 City Engineer



CHANGE ORDER REPORT
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. UR-25-D1
CITY WIDE

Change Order No 2 Change Order Date 10/6/2025
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 # 2

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	Remove Pavement All Thicknesses All Types	SY	43		43	-3.6	39.4	\$20.00	-\$72.00
	5	Remove Pipe All Sizes All Types	LF	10		10	3	13	\$25.00	\$75.00
	9	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	10		10	3	13	\$200.00	\$600.00
	10	F&I Woven Geotextile	SY	43		43	-43	0	\$10.00	-\$430.00
	11	F&I Class 5 Agg - 8" Thick	SY	43		43	-3.6	39.4	\$20.00	-\$72.00
	12	F&I Pavement 8" Thick Reinf Conc	SY	43		43	-3.6	39.4	\$144.00	-\$518.40
Sanitary Sewer Sub Total										-\$417.40

Summary

Source Of Funding	Waste Water Utility Funds
Net Amount Change Order # 2 (\$)	-\$417.40
Previous Change Orders (\$)	\$3,725.00
Original Contract Amount (\$)	\$40,892.00
Total Contract Amount (\$)	\$44,199.60

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

APPROVED	<i>thomas martin</i>	APPROVED DATE
For Contractor	Key Contracting, Inc.	Department Head
Title	President	Mayor
		Attest

T-Kee

October 27, 2025

Honorable Board of
City Commissioners
200 3rd Street N
Fargo, ND 58102

Re: Recommend Award to Low Bidder
Trail along Red River from 15th Avenue North to Woodcrest Drive North - Fargo
City of Fargo Project No. SN-25-B1
NDDOT Project No. TMA-CRP-8-984(182), PCN 24298

Dear Commissioners:

Bids were opened by the NDDOT on Friday, October 10th 2025, for the Trail along Red River from 15th Avenue North to Woodcrest Drive North in Fargo

The bids were as follows:

Earthwork Services Inc.	\$ 1,168,127.05
Valley Grading Inc.	\$ 1,225,247.07
Border States Paving	\$ 1,324,806.04
Northern Improvement Company	\$ 1,358,219.38
Opp Construction LLC	\$ 2,043,593.80
Engineer's Estimate	\$ 1,398,488.50

There are no Special Assessments associated with this project. Fargo's share of this project is \$264,147.75.

Recommended Motion

Concur with low bid and recommend the NDDOT award the low bid to Earthwork Services Inc. in the amount of \$ 1,168,127.05 as the best bid.

Sincerely,

Eric Hodgson, PE
Civil Engineer II



Attachments

- NDDOT Notice of Bids

ENGINEER'S STATEMENT OF ESTIMATED COST

SIDEWALK & SHARED USE PATH CONSTRUCTION

PROJECT NUMBER NO. SN-25-B1

TMA-CRP-8-984(182)

PCN-24298

TRAIL ALONG RED RIVER FROM 15TH AVENUE NORTH TO WOODCREST DRIVE NORTH
FARGO

Summary of low bid by Earthwork Services Inc of West Fargo, ND: \$1,168,127.05

Construction Cost \$ 1,168,127.05

Amount Federally Funded \$ 877,205.98

Amount Locally Funded \$ 290,921.07

Plus 4% Administration Fee: \$ 11,636.84

Plus 4% Interest Fee: \$ 11,636.84

Plus 3% Legal/Miscellaneous Fee: \$ 8,727.63

Plus 10% Contingency: \$ 29,092.11

Total Estimated Construction Cost: \$ 352,014.49

Miscellaneous Costs

Plus Land/Easements/ROW Fee: \$ 2.00

Outside Design Engineering: \$ 176,279.00

Total Estimated Local Project Cost: \$ 176,281.00

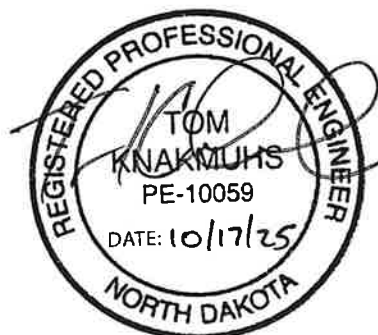
Project Funding Summary

Federal CRP Funds 62.41% \$ 877,205.98

Fargo Park District 18.79% \$ 264,147.75

Infrastructure Sales Tax 18.79% \$ 264,147.75

We believe this project to be cost effective.




Thomas Knakmuhs, P.E.
City Engineer

NORTH
Dakota | Transportation
Be Legendary.™

October 10, 2025

Tom Knakmuhs
City Engineer
225 4th St. North
Fargo, ND 58102

PROJECT: TMA-CRP-8-984(182), PCN 24298 -TRAIL ALONG RED RIVER FROM 15TH AVE N TO WOODCREST DR N - FARGO

Dear Mr. Knakmuhs:

Bids for the construction on the above noted project were taken at our bid opening of October 10, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Concrete Shared Use Path was submitted by Earthwork Services Inc of West Fargo, ND in the amount of \$1,168,127.05. According to the agreement with the City of Fargo, the City's share for **TMA-CRP-8-984(182)** is estimated to be \$320,013.18. TMA CRP Federal Funds for this project are limited to \$1,086,335. The balance of the project cost is the obligation of the City.

The City must award the contract before the Department will concur in the award; therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Bid Opening Date: **10/10/2025**

Project Number: **TMA-CRP-8-984(182)**

PCN: **24298**

Job Number: **24298**

English/Metric: **ENGLISH**

Contract with **EARTHWORK SERVICES INC WEST FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **TRAIL ALONG RED RIVER FROM 15TH AVE N TO WOODCREST DR N - FARGO**

North Dakota **FEDERAL AID**

Bid Opening Date: **10/10/2025**

Project Number: **TMA-CRP-8-984(182)**

PCN: **24298**

Job Number: **24298**

English/Metric: **ENGLISH**

Roadway: **URBAN**

NO GIS LOCATION

Type: **GRADING, CONCRETE SHARED USE PATH**

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	\$24,000.00	\$24,000.00
201	0330	CLEARING & GRUBBING	1.000	L SUM	\$40,000.00	\$40,000.00
202	0021	REMOVE AGGREGATE BASE & SURFACING	254.000	TON	\$20.00	\$5,080.00
202	0310	REMOVAL OF CHAIN LINK FENCE	121.000	LF	\$35.00	\$4,235.00
203	0103	COMMON EXCAVATION-TYPE C	553.000	CY	\$20.00	\$11,060.00
203	0109	TOPSOIL	4,267.000	CY	\$8.00	\$34,136.00
203	0140	BORROW-EXCAVATION	3,054.000	CY	\$20.00	\$61,080.00
216	0100	WATER	85.000	M GAL	\$100.00	\$8,500.00
251	0300	SEEDING CLASS III	3.727	ACRE	\$4,050.00	\$15,094.35
251	2000	TEMPORARY COVER CROP	3.727	ACRE	\$200.00	\$745.40
253	0201	HYDRAULIC MULCH	7.454	ACRE	\$3,950.00	\$29,443.30
261	0112	FIBER ROLLS 12IN	14,128.000	LF	\$4.75	\$67,108.00
261	0113	REMOVE FIBER ROLLS 12IN	7,064.000	LF	\$1.00	\$7,064.00
302	0120	AGGREGATE BASE COURSE CL 5	24.000	TON	\$35.00	\$840.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	64.000	TON	\$350.00	\$22,400.00
702	0100	MOBILIZATION	1.000	L SUM	\$90,000.00	\$90,000.00
704	0100	FLAGGING	48.000	MHR	\$70.00	\$3,360.00
704	1000	TRAFFIC CONTROL SIGNS	396.000	UNIT	\$5.00	\$1,980.00
704	1052	TYPE III BARRICADE	6.000	EA	\$120.00	\$720.00
704	1054	SIDEWALK BARRICADE	13.000	EA	\$100.00	\$1,300.00
704	1060	DELINEATOR DRUMS	4.000	EA	\$30.00	\$120.00
704	1067	TUBULAR MARKERS	11.000	EA	\$8.00	\$88.00
708	1540	INLET PROTECTION-SPECIAL	4.000	EA	\$250.00	\$1,000.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	4.000	EA	\$25.00	\$100.00
714	0115	PIPE CONC REINF 12IN CL III-STORM DRAIN	18.000	LF	\$200.00	\$3,600.00
714	4095	PIPE CONDUIT 15IN	20.000	LF	\$158.00	\$3,160.00
722	0100	MANHOLE 48IN	1.000	EA	\$13,000.00	\$13,000.00
722	0315	MANHOLE CASTING	2.000	EA	\$742.00	\$1,484.00
722	3455	CASTING INLET-TYPE 1	1.000	EA	\$480.00	\$480.00
722	3499	INLET	1.000	EA	\$6,000.00	\$6,000.00
722	6200	ADJUST MANHOLE	1.000	EA	\$3,000.00	\$3,000.00
748	0140	CURB & GUTTER-TYPE I	16.000	LF	\$150.00	\$2,400.00
750	0125	SIDEWALK CONCRETE 5IN	7,473.000	SY	\$73.00	\$545,529.00
750	1000	DRIVEWAY CONCRETE	420.000	SY	\$110.00	\$46,200.00
752	0600	FENCE CHAIN LINK	30.000	LF	\$77.00	\$2,310.00
752	0920	FENCE REMOVE & RESET	1.000	L SUM	\$6,000.00	\$6,000.00
752	2100	VEHICLE GATE	1.000	EA	\$3,900.00	\$3,900.00
752	2110	RESET VEHICLE GATE	1.000	EA	\$1,250.00	\$1,250.00
752	2120	REMOVE VEHICLE GATE	1.000	EA	\$1,000.00	\$1,000.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	64.000	SF	\$60.00	\$3,840.00
970	0300	BENCH	1.000	EA	\$4,500.00	\$4,500.00
970	1025	REPLANT TREES	2.000	EA	\$1,200.00	\$2,400.00
980	0800	RELOCATE ROAD CLOSURE GATE	1.000	EA	\$4,400.00	\$4,400.00
Subtotal						\$1,083,907.05

North Dakota **FEDERAL AID**Bid Opening Date: **10/10/2025**Project Number: **TMA-CRP-8-984(182)**PCN: **24298**Job Number: **24298**English/Metric: **ENGLISH**Eng and Contg **\$108,390.71**Total **\$1,192,297.76**Length **1.1250 Miles**

		<u>Construction</u>
Estimated Cost		\$1,192,297.76
MACR FEDERAL FUNDS	80.93%	\$964,926.58
MACR FARGO CITY FUNDS	19.07%	\$227,371.18

Roadway: **URBAN****NO GIS LOCATION**Type: **CHAIN LINK FENCING, VEHICLE GATE**Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
752	0600	FENCE CHAIN LINK	632.000	LF	\$77.00	\$48,664.00
752	2100	VEHICLE GATE	2.000	EA	\$3,900.00	\$7,800.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	16.000	SF	\$60.00	\$960.00
770	0009	DESTINATION LIGHTING - SOLAR	3.000	EA	\$8,932.00	\$26,796.00
Subtotal						\$84,220.00
Eng and Contg						\$8,422.00
Total						\$92,642.00

Length **1.1250 Miles**

		<u>Construction</u>
Estimated Cost		\$92,642.00
MACR FARGO CITY FUNDS	100.00%	\$92,642.00

North Dakota **FEDERAL AID**

Bid Opening Date: **10/10/2025**

Project Number: **TMA-CRP-8-984(182)**

PCN: **24298**

Job Number: **24298**

English/Metric: **ENGLISH**

Summary for Project

Length **1.1250 Miles** **CASS** **1.1250 Miles**

Estimated Total Construction Cost: **\$1,168,127.05**

Estimated Total Eng and Contg: **\$116,812.71**

	<u>Construction</u>	<u>Total</u>
Estimated Cost	\$1,284,939.76	\$1,284,939.76
TMACR FEDERAL FUNDS	\$964,926.58	\$964,926.58
TMACR FARGO CITY FUNDS	\$320,013.18	\$320,013.18

NDDOT TO MAKE CONTRACTOR PAYMENTS. TMACR FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO \$1,086,335. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 1 OF 2		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. THA-CRP-8-984(182)				NO. 24298		BIDDER ENGINEERS ESTIMATE		BIDDER EARTHWORK SERVICES I NC	
COUNTY & DATE CASS (017) OCT 10, 2025 09:30AM						WEST FARGO, ND		HARWOOD, ND	
LENGTH & TYPE 1.125 FARGO RED RIVER (15TH AVE N-WOODCREST DR						c.c. CHECK RANK 00		c.c. BOND RANK 01	
COMPLETION TIME 10/16/26 GRADING, CONCRETE SHARED USE PATH								c.c. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	5000000	5000000	24000000	24000000	70000000	70000000
201	CLEARING & GRUBBING	L SUM	1000	10000000	10000000	40000000	40000000	20000000	20000000
202	REMOVE AGGREGATE BASE & SURFACING	TON	254000	40000	10160000	20000	5080000	21000	533400
202	REMOVAL OF CHAIN LINK FENCE	LF	121000	15000	1815000	35000	4235000	30000	363000
203	COMMON EXCAVATION-TYPE C	CY	553000	40000	22120000	20000	11060000	5000	276500
203	TOPSOIL	CY	4267000	15000	64005000	8000	34136000	6000	2560200
203	BORROW-EXCAVATION	CY	3054000	45000	137430000	20000	61080000	18000	5497200
216	WATER	M GAL	85000	50000	4250000	100000	8500000	22000	187000
251	SEEDING CLASS III	ACRE	3727	4000000	14908000	4050000	15094350	4100000	1528070
251	TEMPORARY COVER CROP	ACRE	3727	500000	1863500	200000	745400	110000	40997
253	HYDRAULIC MULCH	ACRE	7454	4000000	29816000	3950000	29443500	2700000	2012580
261	FIBER ROLLS 12IN	LF	14128000	3000	42384000	4750	67108000	3400	4803520
261	REMOVE FIBER ROLLS 12IN	LF	7064000	1000	7064000	1000	7064000	1100	777040
302	AGGREGATE BASE COURSE CL 5	TON	24000	30000	720000	35000	840000	35000	84000
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	64000	4000000	25600000	350000	22400000	200000	1280000
702	MOBILIZATION	L SUM	1000	75000000	75000000	90000000	90000000	20000000	20000000
704	FLAGGING	MHR	48000	60000	2880000	70000	3360000	200000	960000
704	TRAFFIC CONTROL SIGNS	UNIT	396000	3000	1188000	5000	1980000	5000	198000
704	TYPE III BARRICADE	EA	6000	120000	720000	120000	720000	106000	63600
704	SIDEWALK BARRICADE	EA	13000	75000	975000	100000	1300000	62000	80600
704	DELINEATOR DRUMS	EA	4000	30000	120000	30000	120000	24500	9800
704	TUBULAR MARKERS	EA	11000	10000	110000	8000	88000	8000	8800
708	INLET PROTECTION-SPECIAL	EA	4000	400000	1600000	250000	1000000	300000	1200000
708	REMOVE INLET PROTECTION-SPECIAL	EA	4000	60000	240000	25000	100000	250000	100000
714	PIPE CONC REINF 12IN CL III-STORM DRAIN	LF	18000	150000	2700000	200000	3600000	125000	225000
714	PIPE CONDUIT 15IN	EA	20000	100000	2000000	158000	3160000	97000	194000
722	MANHOLE 48IN	EA	1000	7500000	7500000	13000000	13000000	12500000	12500000
722	MANHOLE CASTING	EA	2000	2500000	5000000	742000	1484000	1200000	2400000
722	CASTING INLET-TYPE 1	EA	1000	1500000	1500000	480000	480000	1950000	1950000
722	INLET	EA	1000	4500000	4500000	6000000	6000000	4500000	4500000
722	ADJUST MANHOLE	EA	1000	5000000	5000000	3000000	3000000	1700000	1700000
748	CURB & GUTTER-TYPE I	LF	16000	65000	1040000	150000	2400000	130000	208000
750	SIDEWALK CONCRETE 5IN	SY	7473000	100000	747300000	73000	54552900	95000	70993500
750	DRIVEWAY CONCRETE	SY	420000	150000	63000000	110000	46200000	130000	5460000
752	FENCE CHAIN LINK	LF	662000	40000	26480000	77000	50974000	77000	5097400
752	FENCE REMOVE & RESET	L SUM	1000	5000000	5000000	6000000	6000000	6200000	6200000
752	VEHICLE GATE	EA	3000	14000000	42000000	3900000	11700000	3950000	1185000
752	RESET VEHICLE GATE	EA	1000	1200000	1200000	1250000	1000000	1150000	1150000
752	REMOVE VEHICLE GATE	EA	1000	500000	500000	1000000	1000000	925000	925000
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	80000	60000	4800000	60000	4800000	65000	5200000
770	DESTINATION LIGHTING - SOLAR	EA	3000	2500000	7500000	8932000	26796000	7250000	21750000
970	BENCH	EA	1000	3000000	3000000	4500000	4500000	5000000	5000000
970	REPLANT TREES	EA	2000	1500000	3000000	1200000	2400000	1000000	2000000
980	RELOCATE ROAD CLOSURE GATE	EA	1000	5500000	5500000	4400000	4400000	1500000	1500000
TOTAL					139848850		116812705		122524707
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION				AWARD TO: EARTHWORK SERVICES INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED:			
Deputy Director For Engineering: 11				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 2 OF 2		ABSTRACT OF BIDS RECEIVED				
PROJECT NO. TMA-CRP-8-984(182)			NO. 24298		BIDDER ENGINEERS ESTIMATE		BIDDER EARTHWORK SERVICES I NC		BIDDER VALLEY GRADING INC	
COUNTY & DATE: CASS (017) OCT 10, 2025 09:30AM							WEST FARGO, ND		HARWOOD, ND	
LENGTH & TYPE: 1.125										
COMPLETION TIME: FARGO RED RIVER (15TH AVE N-WOODCREST DR 10/16/26 GRADING, CONCRETE SHARED USE PATH					c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
						NO LIMIT		NO LIMIT		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:			AWARD TO: EARTHWORK SERVICES INC			WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.				
12			DATE OF AWARD			DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering				

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 3 OF 2		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. TMA-CRP-8-984(182)				NO. 24298		BIDDER BORDER STATES PAVING INC	BIDDER NORTHERN IMPROVEMENT COMPANY	BIDDER OPP CONSTRUCTION LLC	
COUNTY & DATE CASS (017) OCT 10, 2025 09:30AM				FARGO, ND		FARGO, ND		GRAND FORKS, ND	
COMPLETION TIME 1.125 FARGO RED RIVER (15TH AVE N-WOODCREST DR 10/16/26 GRADING, CONCRETE SHARED USE PATH				C.C. BOND RANK 03		C.C. BOND RANK 04		C.C. BOND RANK 05	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	4860000	4860000	3750000	3750000	16300000	16300000
201	CLEARING & GRUBBING	L SUM	1000	88300000	88300000	19000000	19000000	135000000	135000000
202	REMOVE AGGREGATE BASE & SURFACING	TON	254000	36900	937260	70000	1778000	85000	2159000
202	REMOVAL OF CHAIN LINK FENCE	LF	121000	29700	359370	29700	359370	30000	363000
203	COMMON EXCAVATION-TYPE C	CY	553000	29200	1614760	25000	1382500	80000	4424000
203	TOPSOIL	CY	4267000	16700	7125890	17000	7253900	45000	19201500
203	BORROW-EXCAVATION	CY	3054000	43000	13132200	52000	1588000	42000	12826800
216	WATER	M GAL	85000	45000	3825000	45000	3825000	75000	6375000
251	SEEDING CLASS III	ACRE	3727	3850000	1434895	3675000	1369673	6900000	2571630
251	TEMPORARY COVER CROP	ACRE	3727	110000	40997	105000	39154	1500000	559050
253	HYDRAULIC MULCH	ACRE	7654	2530000	1885862	2415000	1800161	3500000	2608900
261	FIBER ROLLS 12IN	LF	14128000	3250	4591600	3100	4379680	4000	5651200
261	REMOVE FIBER ROLLS 12IN	LF	7064000	550	388520	550	388520	1000	706400
302	AGGREGATE BASE COURSE CL 5	TON	24000	85600	205440	55000	132000	125000	300000
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	64000	418000	2675200	320000	2048000	650000	4160000
702	MOBILIZATION	L SUM	1000	35200000	3520000	6522500	6522500	26000000	26000000
704	FLAGGING	MHR	48000	58300	279840	52000	249600	85000	408000
704	TRAFFIC CONTROL SIGNS	UNIT	396000	2750	108900	2650	104940	4000	158400
704	TYPE III BARRICADE	EA	6000	105000	63000	100000	60000	110000	66000
704	SIDEWALK BARRICADE	EA	13000	55100	71630	52500	68250	55000	71500
704	DELINEATOR DRUMS	EA	4000	20400	8160	20000	8000	21000	8400
704	TUBULAR MARKERS	EA	11000	6600	7260	6300	6950	7000	7700
708	INLET PROTECTION-SPECIAL	EA	4000	220000	88000	210000	84000	250000	100000
708	REMOVE INLET PROTECTION-SPECIAL	EA	4000	220000	88000	210000	84000	135000	54000
714	PIPE CONC REINF 12IN CL III-STORM DRAIN	LF	18000	237000	426600	190000	342000	202000	363600
714	PIPE CONDUIT 15IN	LF	20000	318000	636000	150000	300000	180000	360000
722	MANHOLE 48IN	EA	1000	7610000	761000	12300000	1230000	6800000	6800000
722	MANHOLE CASTING	EA	2000	2110000	422000	710000	142000	1900000	380000
722	CASTING INLET-TYPE 1	EA	1000	312000	31200	450000	45000	3000000	300000
722	INLET	EA	1000	4380000	438000	5250000	525000	2200000	220000
722	ADJUST MANHOLE	EA	1000	2470000	247000	2730000	273000	3200000	320000
748	CURB & GUTTER-TYPE I	LF	18000	88100	140960	88000	140800	135000	216000
750	SIDEWALK CONCRETE 5IN	SY	7473000	86800	64865640	95000	70993500	116000	86686800
750	DRIVEWAY CONCRETE	SY	420000	117000	4914000	120000	5040000	130000	5460000
752	FENCE CHAIN LINK	LF	662000	77100	5104020	75500	4865700	80000	5296000
752	FENCE REMOVE & RESET	L SUM	1000	12000000	1200000	5500000	550000	10000000	1000000
752	VEHICLE GATE	EA	3000	3900000	1170000	3700000	1110000	4000000	1200000
752	RESET VEHICLE GATE	EA	1000	1080000	108000	1025000	102500	1100000	110000
752	REMOVE VEHICLE GATE	EA	1000	901000	90100	850000	85000	900000	90000
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	80000	57600	460800	55000	440000	58000	464000
970	DESTINATION LIGHTING - SOLAR	EA	3000	6890000	2067000	6500000	1950000	7000000	2100000
970	BENCH	EA	1000	4150000	415000	4000000	400000	3000000	300000
970	REPLANT TREES	EA	2000	1050000	210000	1000000	200000	700000	140000
980	RELOCATE ROAD CLOSURE GATE	EA	1000	4480000	448000	4300000	430000	5000000	500000
TOTAL					132480604		135821938		204359380
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: EARTHWORK SERVICES INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED,			
13				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 6 OF 2		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. TMA-CRP-8-984(182)		NO. 24298		BIDDER BORDER STATES PAVING INC		BIDDER NORTHERN IMPROVEMENT COMPANY		BIDDER OPP CONSTRUCTION LLC	
COUNTY & DATE CASS (017) OCT 10, 2025 09:30AM				FARGO, ND		FARGO, ND		GRAND FORKS, ND	
COMPLETION TIME 1.125 FARGO RED RIVER (15TH AVE N-WOODCREST DR 10/16/26 GRADING, CONCRETE SHARED USE PATH				C.C. BOND RANK 03		C.C. BOND RANK 04		C.C. BOND RANK 05	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
				NO LIMIT		NO LIMIT		NO LIMIT	
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering: 14				AWARD TO: EARTHWORK SERVICES INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

COVER SHEET
CITY OF FARGO PROJECTS

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This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of project as it will appear in the contract:

Utility Location Verification

Project No. BR-27-E

Call For Bids	<u>October 27</u>	<u>, 2025</u>
Advertise Dates	<u>November 5, 12 & 19</u>	<u>, 2025</u>
Bid Opening Date	<u>December 3</u>	<u>, 2025</u>
Substantial Completion Date	<u>July 1</u>	<u>, 2026</u>
Final Completion Date	<u>July 15</u>	<u>, 2026</u>

<u>X</u>	PWPEC Report
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Matthew Jennings

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

<u>N/A</u>	Create District (Attach Copy of Legal Description)
<u>N/A</u>	Order Plans & Specifications
<u>N/A</u>	Approve Plans & Specifications
<u>N/A</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>N/A</u>	Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. BR-27-E4

Type: 2025 CIP Revision

Location: 1st Ave N, 3rd St – University Dr

Date of Hearing: 10/20/2025

RoutingDate

City Commission

10/27/25

PWPEC File

X

Project File

Matt Jennings

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding the addition of Project No. BR-27-E4 to the 2025 Capital Improvement Plan (CIP). The project scope includes the location and data collection of private and public utilities within the 1st Avenue North corridor.

The estimated total cost for this project is \$200,000.00 (including 10% engineering fees) and will be funded by City of Fargo Sales Tax.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of adding Project No. BR-27-E4 to the 2025 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Project No. BR-27-E4 to the 2025 CIP.

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/AN/AN/ACOMMITTEE

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

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



**ENGINEER'S REPORT
UTILITY LOCATION VERIFICATION
PROJECT NO. BR-27-E
ON 1ST AVENUE NORTH BETWEEN 3RD STREET
NORTH AND UNIVERSITY DRIVE**

Nature & Scope

This project will be for locating, uncovering and verifying the depths of private and public utilities and infrastructure within the 1st Avenue North corridor between 3rd Street North and University Drive North.

Purpose

The information gathered from this project will be used to assist in creating utility conflict plans and assist with the design of proposed City infrastructure for an upcoming street reconstruction project BR-27-E.

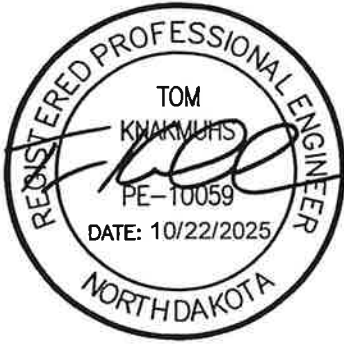
Feasibility

The estimated cost of construction is \$178,000.00. The cost breakdown is as follows:

Sales Tax Funds - Infrastructure		
Construction Cost		\$178,000.00
Fees		
Contingency	5%	\$8,900.00
Total Estimated Cost		\$186,900.00
Funding		
Sales Tax Funds - Infrastructure - 420	100.00%	\$186,900.00

Project Funding Summary		
Sales Tax Funds - Infrastructure - 420	100.00%	\$186,900.00
Total Estimated Project Cost		\$186,900.00

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-F1

Type: Change Order #6

Location: Dakota Commerce Center North Addition

Date of Hearing: 10/20/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/27/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Senior Project Manager, Jason Satterlund, related to Change Order #6 in the amount of \$86,744.00, for additional work.

Staff is recommending approval of Change Order #6 in the amount of \$86,744.00, which increases the total contract amount to \$10,775,589.60.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #6 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #6 in the amount of \$86,744.00, bringing the total contract amount to \$10,775,589.60 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Reclamation Funds & Special Assessments

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

Yes	No
	<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
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Project Manager

Date: October 15, 2025

Re: Improvement District No. BN-23-F1 – Change Order #6 Revised Excavation Quantities

Background:

Improvement District No. BN-23-F1 is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

During a review of the project quantities, it was identified that the amount of excess excavation to be hauled to the stockpile was greater than originally estimated. The revised quantities indicate that the Contractor hauled an additional 6,196 CY of clay to the stockpile.

The Contractor is requesting compensation at a rate of \$14.00 per cubic yard for hauling the additional 6,196 CY to the stockpile, resulting in an increase of \$86,744.00.

Engineering has reviewed the request and concurs with the adjustment.

The additional cost will be special assessed to the benefitting properties.

No additional days are required to complete the work.

Recommended Motion:

Approve Change Order No. 6 for the increased excavation quantity in the amount of \$86,744.00.



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-F1

ON 48TH AVENUE NORTH BETWEEN COUNTY HIGHWAY 81 AND 37TH STREET
NORTH. ON COUNTY HIGHWAY 81 FROM 44TH AVENUE NORTH TO 48TH AVENUE
NORTH. ON 41ST STREET NORTH FROM 48TH AVENUE NORTH TO 1100' NORTH. ON
37TH STREET NORTH FROM 46TH AVENUE NORTH TO 950' NORTH OF 48TH AVENUE
NORTH.

Change Order No 6 Change Order Date 10/14/2025
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 # 6
Revised Excavation Quantities

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 6	78	Excavate & Haul - Excess Material	CY	0	0	0	6196	6196	\$14.00	\$86,744.00
Change Order 6 Sub Total										\$86,744.00

Summary

Source Of Funding	Special Assessments, Water Reclamation
Net Amount Change Order # 6 (\$)	\$86,744.00
Previous Change Orders (\$)	\$532,798.04
Original Contract Amount (\$)	\$10,156,047.56
Total Contract Amount (\$)	\$10,775,589.60

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

APPROVED	APPROVED DATE
For Contractor	Department Head
Title	Mayor
	Attest

Jared Heller
Dakota Underground Company
Project Manager

T. Lee

18

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-C1

Type: Change Order #2

Location: Dakota Commerce Center North Addn

Date of Hearing: 10/20/2025

RoutingDate

City Commission

10/27/2025

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed the accompanying correspondence from Senior Project Manager, Jason Satterlund, related to Change Order #2 in the amount of \$39,010.56 for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$39,010.56, which increases the total contract amount to \$8,624,929.37.

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 \$39,010.56, bringing the total contract amount to \$8,624,929.37 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Ryan Erickson

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: Jason Satterlund, Sr. Project Manager

Date: October 15, 2025

Re: Improvement District No. BN-25-C1 - Change Order #2

Background:

Improvement District No. BN-25-C1 is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

Change Order #2 addresses items identified in the bidding process that were brought up too late to include in an addendum. The changes involve modifications to the existing sanitary sewer system at the intersection of 52nd Avenue North and 37th Street North, as well as a valve specification correction at Cass County Highway 81 and 52nd Avenue North.

At the intersection of 52nd Avenue and 37th Street, an elevation conflict was discovered between the proposed 36" RCP storm sewer and the existing 10" sanitary sewer force main. To resolve the elevation conflict, additional 401 Protecto coated fittings were required to relocate the existing 10" sanitary sewer force main beneath the proposed 36" RCP storm sewer.

To safely complete the lowering of the 36" sanitary sewer force main, a section of the existing 10" sanitary sewer force main needed to be cut out prior to the lowering and replaced after the lowering was complete. The replacement was completed using 10" sanitary sewer force main pipe and two PVC slip couplers.

The Contractor has submitted material and labor costs for the lowering and replacement totaling \$33,569.82.

At Cass County Highway 81 and 52nd Avenue North, the sanitary sewer force main connection was originally specified using two 6" resilient wedge gate valves. The correct

specification should have been 6" plug valves. The cost to upgrade from resilient wedge gate valves to plug valves was \$2,250.00 per valve, for a total increase of \$4,500.00.

The total amount for Change Order #2, including both adjustments, is \$38,069.82.

Engineering has reviewed the submittals and concurs with the cost.

The additional cost will be special assessed to the benefitting properties.

No additional days are required to complete the work.

Recommended Motion:

Approve Change Order No. 2 in the amount of \$38,069.82 to address the identified sanitary sewer elevation conflict resolution and ensure the correct materials are used for the project.

JTS/jmg
Attachment

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-C1
DAKOTA COMMERCE CENTER NORTH - PHASE II

Change Order No 2 **Change Order Date** 10/14/2025
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

Sanitary sewer force main elevation conflict resolution and sanitary valve specification correction.

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	12	F&I Manhole Riser 4' Dia	LF	0		0	2	2	\$469.26	\$938.52
	13	F&I Force Main - Fittings	LB	0		0	332	332	\$30.10	\$9,993.20
	14	F&I Force Main 10" Dia	LF	0		0	38	38	\$94.18	\$3,578.84
	15	F&I Valve 6" Dia	EA	0		0	2	2	\$5,950.00	\$11,900.00
Change Order 2 Sub Total										\$26,410.56
Sanitary Sewer	32	Connect Pipe to Exist Pipe	EA	7		7	2	9	\$10,000.00	\$20,000.00
	48	F&I Valve 6" Dia	EA	2		2	-2	0	\$3,700.00	-\$7,400.00
Sanitary Sewer Sub Total										\$12,600.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

\$39,010.56

\$0.00

\$8,585,918.81

\$8,624,929.37

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

APPROVED		APPROVED DATE
For Contractor		Department Head
Title	Dakota Underground Company	Mayor
	Project Manager	Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(19)

Improvement District No. BN-25-E1

Type: Change Order #2

Location: Selkirk Place Third Addition

Date of Hearing: 10/20/2025

RoutingDate

City Commission

10/27/2025

PWPEC File

X

Project File

Will Bayuk

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding Change Order #2 in the amount of \$23,514.55 for additional work.

Staff is seeking approval of Change Order #2 in the amount of \$23,514.55, which increases the total contract amount to \$6,584,012.59.

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 \$23,514.55, bringing the total contract amount to \$6,584,012.59 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, PE, Project Manager
Date: October 15, 2025
Re: Improvement District No. BN-25-E1 – Change Order #2

Background:

Improvement District No. BN-25-E1 is for the new construction of underground utilities, asphalt pavement, box culvert drain crossing, regional detention pond, and incidentals for Selkirk Place 3rd Addition, on 67th Avenue South from 150 feet east of 32nd Street to 28th Street, on 69th Avenue South from 150 feet west of Belding Drive to 30th Street, on Belding Drive South from 67th Avenue to 69th Avenue, on 32nd Street South from 67th Avenue to 69th Avenue, on Selkirk Drive South from 200 feet south of 66th Avenue to 69th Avenue, and on 30th Street South from 67th Avenue to 69th Avenue.

Dakota Underground is the Prime Contractor on this project.

I am writing to seek your approval for the attached Change Order #2, which details modifications to the bid items due to unforeseen circumstances the Contractor encountered during construction.

Details of Change Order #2:

1. Relocate Water Main Gate Valve

A location conflict of the underground utilities was discovered while installing Storm Sewer on 67th Ave S. It was found that a newly installed 12" Water Main Gate Valve Stand Pipe was located in the path of a proposed 15" Storm Sewer pipe run. The most feasible and economical solution was to relocate the 12" Gate Valve approximately 6 feet to the west.

2. Relocate Storm Sewer Inlet

During the installation of the new shared use path it was discovered that storm water was ponding near the north end of the proposed shared use path along Drain 53. In order to eliminate the ponding water and get proper drainage, an existing Storm Sewer Inlet needed to be relocated from the west side of the existing shared use path, approximately 115 feet to the southeast, to the east side of the existing shared use path.

Summary of Changes:

Bid Items Modified						
CO Detail #	Section	Item Description	Unit	CO Quantity	Unit Price	CO Amount
1	67th Ave S - Cass Rural Water	Connect Pipe to Existing Pipe	EA	2.00	\$1,000.00	\$ 2,000.00
1	67th Ave S - Cass Rural Water	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	5.19	\$ 70.00	\$ 363.30
1	67th Ave S - Cass Rural Water	F&I Gate Valve 12" Dia	EA	1.00	\$5,400.00	\$ 5,400.00
67th Ave S - Paving Subtotal						\$ 7,763.30
Bid Items Modified Total						\$ 7,763.30
Bid Items Added						
CO Detail #	Section	Item Description	Unit	CO Quantity	Unit Price	CO Amount
2	Bike Trail	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	\$1,140.00	\$ 1,140.00
2	Bike Trail	Remove Inlet	EA	1.00	\$ 750.00	\$ 750.00
2	Bike Trail	Connect Pipe to Exist Pipe	EA	1.00	\$ 750.00	\$ 750.00
2	Bike Trail	F&I Pipe 12" Dia	LF	115.00	\$ 62.15	\$ 7,147.25
2	Bike Trail	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	71.00	\$ 84.00	\$ 5,964.00
Bike Trail Subtotal						\$15,751.25
Bid Items Added Total						\$15,751.25
Change Order #1 Total						\$23,514.55

Recommended Motion:

Approval of Change Order #2 in the amount of \$23,514.55 to Dakota Underground Inc.

WRB/klb
 Attachment

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-E1
SELKIRK PLACE 3RD ADDITION

Change Order No 2 **Change Order Date** 10/14/2025
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) Relocate Watermain Gate Valve

A location conflict of the underground utilities was discovered while installing Storm Sewer on 67th Ave S. It was found that a newly installed 12" Watermain Gate Valve Stand Pipe was located in the path of a proposed 15" Storm Sewer pipe run. The most feasible and economical solution was to relocate the 12" Gate Valve approximately 6 feet to the west.

2) Relocate Storm Sewer Inlet

Unknown existing ponding water was found near the north end of the proposed shared use path along Drain 53. In order to eliminate the ponding water and get proper drainage, an existing Storm Sewer Inlet needed to be relocated from the west side of the existing shared use path, approximately 115 feet to the southeast, to the east side of the existing shared use path.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Curr Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	41	F&I Inlet - Round (RDI) Reinf Conc	EA	0	0	0	1	1	\$1,140.00	\$1,140.00
	42	Remove Inlet	EA	0	0	0	1	1	\$750.00	\$750.00
	43	Connect Pipe to Exist Pipe	EA	0	0	0	1	1	\$750.00	\$750.00
	44	F&I Pipe 12" Dia	LF	0	0	0	115	115	\$62.15	\$7,147.25
	45	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	0	0	0	71	71	\$84.00	\$5,964.00
67th Ave S - Cass Rural Water	49	Connect Pipe to Exist Pipe	EA	2	2	2	2	4	\$1,000.00	\$2,000.00
Change Order 2 Sub Total										\$15,751.25

Section	Line No	Item Description	Unit	Orig		Prev		Curr		Tot		Unit Price (\$)	C/O Ext Price (\$)
				Cont	Qty	Cont	Qty	Cont	Qty	Cont	Qty		
	51	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1390		1390		5.19		1395.19		\$70.00	\$363.30
	53	F&I Gate Valve 12" Dia	EA	4		4		1		5		\$5,400.00	\$5,400.00
				67th Ave S - Cass Rural Water		Sub Total							\$7,763.30

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Special Assessment, Developer Funded
\$23,514.55
\$161,454.33
\$6,399,043.71
\$6,584,012.59

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

APPROVED		APPROVED DATE
For Contractor		Department Head
Title	Dakota Underground Company	Mayor
	Project Manager	Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Improvement District No. BR-25-A1

Type: Change Order #1 & Time Extension

Location: 9th St N, 7th – 10th Ave; 8th Ave N,
10th – 9th St; 9th Ave N, 10th – 8th
St; 10th Ave N; 10th – 9th St

Date of Hearing: 10/20/2025

RoutingDate

City Commission

10/27/2025

PWPEC File

X

Project File

Aaron Edgar

The Committee reviewed a communication from Project Manager, Aaron Edgar, regarding Change Order #1 in the amount of \$2,146.84 for additional work, as well as a time extension to the Substantial and Final Completion Date bringing them to November 7, 2025 and May 1, 2026.

Staff is seeking approval of Change Order #1 in the amount of \$2,146.84, which increases the total contract amount to \$3,552,418.87, and the time extension as described above.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 and the time extension to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$2,146.84, bringing the total contract amount to \$3,552,418.87 and the time extension to the Substantial and Final Completion Dates bringing them to November 7, 2025 and May 1, 2026 to Dakota Underground.

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

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

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

N/AN/ACOMMITTEEPresent Yes No Unanimous☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐Ryan Erickson

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

T-Knakmuhs
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: October 16, 2025
Re: Improvement District No. BR-25-A1 - Change Order #1 & Time Extension

Background:

Improvement District BR-25-A1 is for the Paving and Utility Rehab/Reconstruction of 9th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 10th Street to 9th Street, on 9th Avenue North from 10th Street to 8th Street, and on 10th Avenue North from 10th Street to 9th Street.

Dakota Underground, Inc. is the Prime Contractor for this project.

The attached change order in the amount of \$2,146.84 (0.06% of the original contract), which increases the total contract amount to \$3,552,418.87, is for additional work as shown on Change Order #1.

Change Order #1:

- 1.) The existing street light conduit on 9th Avenue South, between 9th Street and 8th Street, that was planned to remain in place was found to be in conflict with the proposed roadway subgrade and extended beyond the proposed curb and gutter into the existing roadway. As a result, the Contractor was required to relocate the conduit to the proper location beneath the proposed subgrade. The total contract price adjustment for this work is \$1,600.50.
- 2.) The elevation of the existing storm manhole ST-7 was one foot too high. To match the road elevation, the Contractor had to cut one foot from the top of the structure. The total contract price adjustment for this work is \$315.34.
- 3.) The Contractor was required to have three vehicles towed in order to complete removals on 8th Avenue North between 10th Street and 9th Street. The total contract price adjustment for this work is \$231.00.

Due to delays in the award of the contract to Dakota Underground, staff is recommending the substantial and final completion dates be modified as outlined in the table below within the recommended motion. It is important to note that the project-specific interim completion dates assigned to this project remained unchanged.

Recommended Motion:

Approve Change Order #1 in the amount of \$2,146.84 and a change in the substantial and final completion dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial Completion October 3, 2025 Final Completion November 2, 2025	- -	Substantial Completion November 7, 2025 Final Completion May 1, 2026

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-A1

ON 9TH STREET NORTH FROM 7TH AVENUE TO 10TH AVENUE, ON 8TH AVENUE
NORTH FROM 10TH STREET TO 9TH STREET, ON 9TH AVENUE NORTH FROM 10TH
STREET TO 8TH STREET, AND ON 10TH AVENUE NORTH FROM 10TH STREET TO
9TH STREET.

Change Order No	1	Change Order Date	10/16/2025
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 # 1

This change order is for additional work as follows:

- 1.) Relocating the existing street light conduit that was in our new sub base on 9th Avenue North between 9th Street and 8th Street.
- 2.) Adjusting the elevation of storm manhole ST-7.
- 3.) The contractor had to have 3 vehicles towed in order to finish removals on 8th Avenue North, between 10th Street and 9th Street.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	94	Tow Vehicle	EA	0		0	1	1	\$231.00	\$231.00
	95	Modify Manhole	EA	0		0	1	1	\$315.34	\$315.34
	96	Relocate Street Light	EA	0		0	1	1	\$1,600.50	\$1,600.50
Change Order 1 Sub Total										\$2,146.84

Summary

Source Of Funding	Wastewater Utility, Water utility, Infrastructure Sales Tax, and Special Assessments
Net Amount Change Order # 1 (\$)	\$2,146.84
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$3,550,272.03
Total Contract Amount (\$)	\$3,552,418.87

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
10/3/2025	11/2/2025
Additional Days Substantial Completion	Additional Days Final Completion
35	180
New Substantial Completion Date	New Final Completion Date
11/7/2025	5/1/2026
Interim Completion Dates	

APPROVED
For Contractor
Title

Jared Heller
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest

T. C. C.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(21)

Improvement District No. PN-25-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 10/20/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/27/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, related to Change Order #1 in the amount of \$5,580.85 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$5,580.85, which increases the total contract amount to \$1,903,207.78.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to FM Asphalt.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$5,580.85, bringing the total contract amount to \$1,903,207.78 to FM Asphalt.

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Senior Project Manager
Date: October 20, 2025
Re: Improvement Dist. No. PN-25-A1 – Change Order #1

Background:

Improvement District No. PN-25-A1 is an asphalt wear course project. This project puts the final lift of asphalt on streets recently constructed within the City of Fargo. This work is taking place in six areas of the City.

FM Asphalt is the Prime Contractor.

The Contractor had placed no parking signs on streets that were going to be worked on prior to the work taking place, but some residence didn't move their vehicles. The Contractor had to hire a towing company to move these vehicles. While milling the asphalt in section 5 of the project a traffic detector loop was hit and needed to be replaced. The Contractor hired Sun Electric to install the loop.

Change Order #1 is for \$5,580.85. The original contract amount was \$1,897,626.93, bringing the new total to \$1,903,207.78.

Funding for this project is sourced 100% from Special Assessments.

Recommended Motion:

Staff recommends approval of Change Order #1 in the amount of \$5,580.85 for Improvement Dist. No. PN-25-A1.

JMH/klb
Attachments



CHANGE ORDER REPORT
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-25-A1
VARIOUS LOCATIONS IN THE CITY OF FARGO

Change Order No 1 Change Order Date 9/12/2025
Contractor FM Asphalt LLC

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

- Section 4 - tow vehicle
- Section 6 - tow vehicle
- Section 1 - tow vehicle
- Section 5 - install traffic detector loop

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	91	Tow Vehicle	EA	0		0	1	1	\$110.00	\$110.00
	92	Tow Vehicle	EA	0		0	1	1	\$344.85	\$344.85
	93	Tow Vehicle	EA	0		0	1	1	\$110.00	\$110.00
	94	F&I Detection Sawed-In Loop	EA	0		0	1	1	\$5,016.00	\$5,016.00
Change Order 1 Sub Total										\$5,580.85

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

special assessments

\$5,580.85

\$0.00

\$1,897,626.93

\$1,903,207.78

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

APPROVED

For Contractor

Title



Handwritten signature of the contractor, appearing to read 'M. J. ...'.

APPROVED DATE

Department Head

Mayor

Attest



Handwritten signature of the Mayor, appearing to read 'T. Lee'.

September 17, 2025



Jason Hoogland
Fargo Engineering Department
225 4th Street North
Fargo, ND 58102

Re: Improvement District PN-25-A1
Asphalt Wear Course & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on September 15, 2025 while trying to mill and pave in Section #1 of our Asphalt Wear Course Project. We had distributed flyers to every home and business and placed no parking signs throughout the development but when we arrived to do our work there was a car in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the car removed so we could continue. We are requesting reimbursement as follows:

All Pro Towing Invoice #3004	\$100.00
FM Asphalt 10 % Markup	<u>\$ 10.00</u>
Total	\$110.00

Please add this amount to your next pay estimate for this project.
Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Pieterick", is written over the word "Sincerely,".

Mark Pieterick

All Pro Towing

24 Hour Towing & Truck Repair

PW-25-A1
Sec #1

3004

All Pro Driver <u>Don</u>				Date <u>9-15-25</u>	
☐ Penske	☐ ARI/HOLMAN	☐ Sysco	☐ Volvo Action	☐ Fleetnet	☐ Amazon
PO or Ref # _____			Mileage of Vehicle towed _____		
Company Name <u>For Asphalt</u>			Phone # <u>701 824 3146</u>		
Driver's Name <u>Isaac</u>			Phone # _____		
Year _____	Make and Model _____	Unit # or Plate _____	VIN # _____		
Location of Vehicle <u>Camp Road 20-25 3100</u>			Location Towed to _____		
☐ Tow	☐ Fuel/Tire	☐ Impound	☐ Lock Out	☐ Jumpstart	☐ Winch ☐ Road Service
☐ Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour _____ \$					
☐ Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate _____ \$					
☐ Drift Shaft \$85.00 _____ on \$85.00 _____ Off _____					
For in shop labor only _____ Hours @ \$185.00/hour					
Work Completed		Parts and Fluids <u>oil & filter</u> <u>1/2 fl</u>			
Method of Payment				Light Duty Tow	\$
☐ CC ☐ Cash ☐ Com Check ☐ EFS ☐ TCheck ☐ Bill Account				Impound Fee	\$
Express Code _____				Storage	\$
				Total Due	\$

*Your signature below indicates that All Pro Towing and its employees/contractors are released from any liability resulting from our attempt to Tow or Recover your vehicle, Unlock your vehicle or Start your vehicle (via jump start).

*All invoices must be paid at the time of service, failure to pay will result in your vehicle being impounded, extra fees may apply. You also agree not to stop payment on any credit card, debit card or check that we accept from you.

*Warranty on parts is by manufacturer, all warranty work must be brought back to our shop or it will not be covered.

*Upon signing you agree to our terms.

*Credit Card accepted only if Card is present! NO Credit Card by Phone!

Customer Signature [Signature]

Date 9-15-25

August 21, 2025



Jason Hoogland
Fargo Engineering Department
225 4th Street North
Fargo, ND 58102

Re: Improvement District PN-25-A1
Asphalt Wear Course & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on July 11 and July 23, 2025 while trying to mill and pave in Sections #4 & #6 of our Asphalt Wear Course Project. We had distributed flyers to every home and placed no parking signs throughout the development but when we arrived to do our work there were several cars in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the cars removed so we could continue. We are requesting reimbursement as follows:

All Pro Towing Invoice #1227	\$100.00
Ed's Towing Invoice	<u>\$313.50</u>
	\$413.50
FM Asphalt 10 % Markup	<u>\$ 41.35</u>
Total	\$454.85

Please add this amount to your next pay estimate for this project.
Thank you.

Sincerely,

Mark Pieterick

PO Box 857
Moorhead, MN 56561

3201 39th St. S.
 Fargo, ND 58104
 701-541-3900

All Pro Towing

24 Hour Towing & Truck Repair

\$4
 Sec
 PN-25-A1

All Pro Driver				Date	
☐ Penske	☐ ARI/HOLMAN	☐ Sysco	☐ Volvo Action	☐ Fleetnet	☐ Amazon
PO or Ref #			Mileage of Vehicle towed		
Company Name			Phone #		
Driver's Name			Phone #		
Year	Make and Model	Unit # or Plate	VIN #		
Location of Vehicle			Location Towed to		
☒ Tow	☐ Fuel/Tire	☐ Impound	☐ Lock Out	☐ Jumpstart	☐ Winch
☐ Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour					\$
☐ Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate					\$
☐ Drift Shaft \$85.00 _____ on \$85.00 _____ Off					
For In shop labor only _____ Hours @ \$185.00/hour					
Work Completed		Parts and Fluids			
Method of Payment				Light Duty Tow	\$
☒ CC ☐ Cash ☐ Com Check ☐ EFS ☐ TCheck ☐ Bill Account				Impound Fee	\$
Express Code _____				Storage	\$
				Total Due	\$

*Your signature below indicates that All Pro Towing and its employees/contractors are released from any liability resulting from our attempt to Tow or Recover your vehicle, Unlock your vehicle or Start your vehicle (via jump start).

*All invoices must be paid at the time of service, failure to pay will result in your vehicle being impounded, extra fees may apply. You also agree not to stop payment on any credit card, debit card or check that we accept from you.

*Warranty on parts is by manufacturer, all warranty work must be brought back to our shop or it will not be covered.

*Upon signing you agree to our terms.

*Credit Card accepted only if Card is present! NO Credit Card by Phone!

Customer Signature _____

Date _____



Eds Towing Service Co.

2848 22nd Ave S, Moorhead MN 56560

Phone: 218-233-7740 | Fax: (218) 291-3340 | edsdispatch@hotmail.com

STATEMENT

25-5514115

FM Asphalt
1375 Highway 10 East
Dilworth MN 56529

Statement Details

Statement Date: 8/6/2025
Due Date: 8/31/2025
Amount Due: \$313.50

Date	Vehicle	Invoice	Call #	Subtotal	Balance
7/23/2025	Ford Fusion '96 GMC Sierra 1500 - Reason: Relocation, Driver: Austin Skari / 57 - Light Wrecker - From: 34th St S and timber park way S, Fargo, ND, To: Fuel Surcharge 1 @ \$19.00 \$19.00 Tow/Hook Fee 1 @ \$95.00 \$95.00 Tow/Hook Fee 1 @ \$95.00 \$95.00 Invoice: https://app.towbook.com/PublicAccess/Invoice2.aspx?id=237077359&sc=b477768722	30216	30216	\$209.00	\$209.00
7/24/2025	'07 Ford Fusion - Reason: Relocation, Driver: Austin Skari / 57 - Light Wrecker - From: 34th St S and timber park way S, Fargo, ND, To: Fuel Surcharge 1 @ \$9.50 \$9.50 Tow/Hook Fee 1 @ \$95.00 \$95.00 Invoice: https://app.towbook.com/PublicAccess/Invoice2.aspx?id=237203693&sc=93b36c4a48	30237	30237	\$104.50	\$104.50

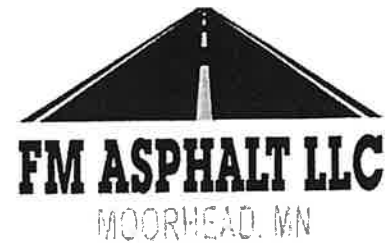
Subtotal \$313.50
Total Due \$313.50

Eds Towing Service Co. appreciates your business. If you have any questions regarding this statement, please contact us at 218-233-7740. If there are any issues with this statement, please include a copy indicating any discrepancies.

USDOT: 3541657

PN-25-A1
SAC #6

September 30, 2025



Jason Hoogland
Fargo Engineering Department
225 4th Street North
Fargo, ND 58102

Re: Improvement District PN-25-A1
Asphalt Wear Course & Incidentals

Dear Jason:

At your request, Sun Electric, Inc replaced a damaged loop detector at the intersection of 52nd Avenue South and 63rd Street South on this project. We are requesting reimbursement as follows:

Sun Electric Price	\$4,560.00
FM Asphalt 10 % Markup	<u>\$ 456.00</u>
Total	\$5,016.00

Please add this amount to your next pay estimate for this project.
Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Pieterick", is written over the printed name.

Mark Pieterick

PO Box 857
Moorhead, MN 56561

SUN ELECTRIC INC

411 39TH STREET NW
FARGO, ND 58102-3972
(701) 281-9140

**Invoice**

Invoice Number

8189

Invoice Date

9/30/2025

**B
I
L
L
T
O**

FM ASPHALT LLC
PO BOX 857

Re: ND SERVICE 2025

MOORHEAD, MN 56561

ND

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
2501			Net 30 Days	10/30/2025
Description				Price

City of Fargo Project PN-25-A1
Section 5

Attn: Mark Pieterick

Install new loop at west bound 52nd ave south & 63rd St

4,560.00

Total Due \$ 4,560.00

Thank you for your business!

22

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

October 22, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-26-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, October 22, 2025, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-A1, located as follows: On 29th Ave NE from Elm St to Longfellow Rd, on Evergreen Rd N from 29th Ave to 28th Ave, and on Longfellow Rd N from 29th Ave to 28th Ave.

The bids were as follows:

Northern Improvement Co	\$3,498,999.45
Dakota Underground Co Inc	\$3,616,234.03
Border States Paving Inc	\$3,655,678.89
KPH, Inc.	\$3,878,005.30
Engineers Estimate	\$3,785,666.80

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$3,498,999.45 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # BR-26-A1
Paving And Utility Rehab/Reconstruction

On 29th Ave NE from Elm Street to Longfellow Rd, on Evergreen Rd N from 29th Ave to 28th Ave, and on Longfellow Rd N from 29th Ave to 28th Ave.

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:

Paving and Utility Rehab/Reconstruction Improvement District # BR-26-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Pipe All Sizes All Types	LF	69.00	27.50	1,897.50
2	Remove Manhole	EA	1.00	3,850.00	3,850.00
3	Bore Pipe SDR 26 - 6" Dia PVC	LF	50.00	88.00	4,400.00
4	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	980.00	121.00	118,580.00
5	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	69.00	137.50	9,487.50
6	F&I Manhole 4' Dia Reinf Conc	EA	1.00	14,600.00	14,600.00
7	Connect Sewer Service	EA	44.00	3,850.00	169,400.00
8	Connect Pipe to Exist Pipe	EA	7.00	1,650.00	11,550.00
9	Connect Pipe to Exist Structure	EA	3.00	2,420.00	7,260.00
10	Clean Pipe All Sizes All Types	LF	1,790.00	9.90	17,721.00
Sanitary Sewer Total					358,746.00
Water Main					
11	Remove Pipe All Sizes All Types	LF	1,875.00	27.50	51,562.50
12	F&I Hydrant	EA	7.00	9,075.00	63,525.00
13	F&I Hydrant Ext. 6" High	EA	2.00	1,347.50	2,695.00
14	F&I Fittings C153 Ductile Iron	LB	1,361.00	13.50	18,373.50
15	Connect Pipe to Exist Pipe	EA	4.00	2,145.00	8,580.00
16	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	37.00	88.00	3,256.00
17	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	115.00	104.50	12,017.50
18	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,520.00	115.50	291,060.00

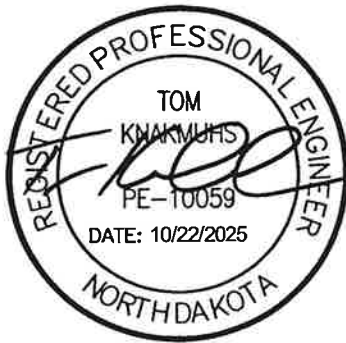
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Gate Valve 4" Dia	EA	1.00	3,135.00	3,135.00
20	F&I Gate Valve 6" Dia	EA	9.00	3,355.00	30,195.00
21	F&I Gate Valve 8" Dia	EA	7.00	3,850.00	26,950.00
22	Furnish Temp Water Svc	EA	46.00	1,210.00	55,660.00
23	Connect Water Service	EA	46.00	605.00	27,830.00
24	Bore Pipe 1" Dia Water Service	LF	60.00	93.50	5,610.00
25	F&I Pipe w/GB 1" Dia Water Service	LF	1,350.00	88.00	118,800.00
26	Rem & Repl CS & Box 1" Dia	EA	45.00	1,095.00	49,275.00
27	F&I Casting Water Service	EA	4.00	375.00	1,500.00
28	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	2.20	440.00
Water Main Total					770,464.50
Storm Sewer					
29	Remove Pipe All Sizes All Types	LF	520.00	27.50	14,300.00
30	Remove Manhole	EA	6.00	3,850.00	23,100.00
31	Remove Inlet	EA	12.00	2,750.00	33,000.00
32	F&I Controlled Density Fill	CY	62.00	165.00	10,230.00
33	Connect Pipe to Exist Pipe	EA	8.00	1,375.00	11,000.00
34	Connect Pipe to Exist Structure	EA	3.00	1,705.00	5,115.00
35	F&I Inlet - Single Box (SBI) Reinf Conc	EA	14.00	6,600.00	92,400.00
36	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	9,900.00	9,900.00
37	F&I Manhole 4' Dia Reinf Conc	EA	10.00	9,685.00	96,850.00
38	F&I Manhole 5' Dia Reinf Conc	EA	1.00	10,800.00	10,800.00
39	F&I Pipe Liner 10" Dia 6 mm CIPP	LF	441.00	121.00	53,361.00
40	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	20.00	99.00	1,980.00
41	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	41.00	115.50	4,735.50
42	F&I Pipe w/GB 10" Dia	LF	48.00	137.50	6,600.00
43	F&I Pipe w/GB 15" Dia	LF	1,400.00	143.00	200,200.00
44	F&I Pipe w/GB 18" Dia	LF	310.00	148.50	46,035.00
45	F&I Pipe w/GB 21" Dia	LF	78.00	170.50	13,299.00
46	Repair Manhole Floor & Invert	EA	3.00	2,750.00	8,250.00
Storm Sewer Total					641,155.50
Paving					
47	Remove Pavement All Thicknesses All Types	SY	7,575.00	10.00	75,750.00
48	Remove Curb & Gutter	LF	5,130.00	5.00	25,650.00
49	Remove Sidewalk All Thicknesses All Types	SY	2,875.00	21.50	61,812.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Remove Driveway All Thicknesses All Types	SY	1,350.00	16.50	22,275.00
51	Remove Tree	EA	1.00	1,300.00	1,300.00
52	Rem & Repl Casting - Std Manhole	EA	1.00	1,050.00	1,050.00
53	Rem & Repl Casting - Self Leveling	EA	5.00	2,100.00	10,500.00
54	Subgrade Preparation	SY	9,580.00	9.00	86,220.00
55	F&I Woven Geotextile	SY	9,580.00	1.75	16,765.00
56	F&I Class 5 Agg - 8" Thick	SY	9,088.00	12.50	113,600.00
57	F&I Class 5 Agg - 12" Thick	SY	492.00	18.50	9,102.00
58	F&I Edge Drain 4" Dia PVC	LF	5,130.00	9.50	48,735.00
59	F&I Curb & Gutter Mountable (Type I)	LF	3,590.00	25.00	89,750.00
60	F&I Curb & Gutter Standard (Type II)	LF	1,540.00	28.00	43,120.00
61	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,100.00	90.00	279,000.00
62	F&I Pavement 9" Thick Doweled Conc	SY	422.00	150.00	63,300.00
63	F&I Pavement Mix Wear Course Asph	Ton	20.00	210.00	4,200.00
64	F&I Sidewalk 4" Thick Reinf Conc	SY	1,975.00	74.00	146,150.00
65	F&I Sidewalk 5" Thick Reinf Conc	SY	645.00	83.00	53,535.00
66	F&I Impressioned 5" Thick Reinf Conc	SY	190.00	120.00	22,800.00
67	F&I Sidewalk 6" Thick Reinf Conc	SY	55.00	88.00	4,840.00
68	F&I Driveway 6" Thick Reinf Conc	SY	1,790.00	86.00	153,940.00
69	F&I Det Warn Panels Cast Iron	SF	184.00	53.00	9,752.00
70	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,300.00	1,300.00
71	Casting to Grade - Blvd	EA	1.00	400.00	400.00
72	Casting to Grade - w/Conc	EA	17.00	425.00	7,225.00
73	Casting to Grade - no Conc	EA	19.00	675.00	12,825.00
74	GV Box to Grade - Blvd	EA	8.00	325.00	2,600.00
75	GV Box to Grade - no Conc	EA	9.00	325.00	2,925.00
76	Boulevard Grading	SY	6,400.00	5.00	32,000.00
77	Seeding Type C	SY	6,400.00	2.45	15,680.00
78	Mulching Type 1 Hydro	SY	6,400.00	0.80	5,120.00
79	Weed Control Type B	SY	6,400.00	0.05	320.00
80	Stormwater Management	LS	1.00	4,925.00	4,925.00
81	Temp Construction Entrance	EA	3.00	850.00	2,550.00
82	Inlet Protection - Existing Inlet	EA	23.00	205.00	4,715.00
83	Inlet Protection - New Inlet	EA	15.00	215.00	3,225.00
84	Traffic Control - Type 1	LS	1.00	5,700.00	5,700.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
85	Construction Signing	SF	36.00	21.00	756.00
86	Irrigation Repair	EA	15.00	900.00	13,500.00
87	Temp Mailbox	LS	1.00	1,725.00	1,725.00
88	Relocate Mailbox	EA	23.00	500.00	11,500.00
89	Remove Mailbox	EA	23.00	60.00	1,380.00
90	Remove Miscellaneous Electrical	LS	1.00	3,300.00	3,300.00
Paving Total					1,476,817.50
Signing					
91	F&I Sign Assembly	EA	3.00	68.25	204.75
92	F&I Sign Assembly & Anchor	EA	21.00	126.00	2,646.00
93	F&I Diamond Grade Cubed	SF	123.90	31.50	3,902.85
94	F&I High Intensity Prismatic	SF	27.30	29.50	805.35
Signing Total					7,558.95
Pavement Marking					
95	Obliterate Pavement Markings	SF	168.00	10.50	1,764.00
96	Paint Epoxy Line 24" Wide	LF	206.00	31.50	6,489.00
97	F&I Methacrylate 24" Wide	LF	128.00	84.00	10,752.00
98	F&I Methacrylate	SF	24.00	63.00	1,512.00
Pavement Marking Total					20,517.00
Street Lights					
99	Relocate Street Light	EA	6.00	2,200.00	13,200.00
100	Remove Street Light	EA	15.00	1,430.00	21,450.00
101	Remove Feed Point	EA	1.00	1,100.00	1,100.00
102	Remove Base	EA	15.00	1,430.00	21,450.00
103	F&I Conductor #6 USE Cu	LF	3,320.00	5.50	18,260.00
104	F&I Innerduct 1.5" Dia	LF	2,800.00	17.60	49,280.00
105	F&I Luminaire Type A	EA	12.00	715.00	8,580.00
106	F&I Pull Box	EA	1.00	3,300.00	3,300.00
107	F&I Base 5' Deep Reinf Conc	EA	18.00	1,540.00	27,720.00
108	F&I Light Standard Type A	EA	12.00	4,950.00	59,400.00
Street Lights Total					223,740.00
Total Construction in \$					3,498,999.45

Engineering	10.00%	349,899.95
Admin	4.00%	139,959.98
Legal	3.00%	104,970.00
Interest	4.00%	139,959.98
Contingency	5.00%	174,949.99
Total Estimated Costs		4,408,739.35
Utility Funds - Wastewater - 521		949,563.00
Utility Funds - Water - 501		960,076.00
Utility Funds - Stormwater - 524		403,927.97
Utility Funds - Street Lights - 528		317,288.11
Sales Tax Funds - Infrastructure - 420		843,126.38
Special Assessments		934,757.89
Unfunded Costs		0.00

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



Thomas Knakmuhs, P.E.
City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-26-A
PAVING AND UTILITY REHAB/RECONSTRUCTION
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. BR-26-A (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.

CERTIFICATE

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 27th day of October, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 27th day of October, 2025.

Steven Sprague
City Auditor

(SEAL)



(23)

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: Resolution Authorizing the Issuance of not to exceed \$58,000,000 City of Fargo North Dakota Refunding Improvement Bonds, Series 2025D, prescribing the terms and covenants thereof, and creating a fund for the payment thereof

DATE: October 13, 2025

As was discussed at the August Finance Committee meeting, the City of Fargo will issue an annual Refunding Improvement Bond in November 2025 for repayment of the capital project funds for various infrastructure projects completed in 2025. Special Assessments assigned to benefiting parcels as per the assessment policy is the source of repayment for these bonds.

Bond Counsel has prepared a Bond Resolution that allows the Finance team to issue bonds pursuant to the specific issuance criteria that you are asked to authorize.

Suggested Motion:

Approve Resolution Authorizing the Issuance of not to exceed \$58,000,000 City of Fargo North Dakota Refunding Improvement Bonds, Series 2025D, prescribing the terms and covenants thereof, and creating a fund for the payment thereof.

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$58,000,000 CITY OF FARGO, NORTH DAKOTA REFUNDING IMPROVEMENT BONDS,
SERIES 2025D, PRESCRIBING THE TERMS AND COVENANTS THEREOF, AND
CREATING A FUND FOR THE PAYMENT THEREOF

WHEREAS, the City Commission (the “Commission”), of the City of Fargo, Cass County, North Dakota (the “Issuer”) has heretofore duly created the improvement districts as set forth in **Attachment A** hereto (the “Improvement Districts”), authorized the issuance of certain definitive warrants of the Issuer (the “Warrants”) for each such Improvement District in the amounts set forth in **Attachment A** hereto for the construction of improvements in the related Improvement District (the “Improvements;” and established special funds for each Improvement District (the “Special Funds”, each a “Special Fund”);

WHEREAS, the Issuer desires to issue a series of its refunding improvement bonds (the “Bonds”) to finance the Improvements, fund capitalized interest, if any, and pay costs of issuance of the Bonds;

WHEREAS, the Issuer is authorized by North Dakota Century Code Chapter 40-27 (the “Act”) to issue such Bonds;

WHEREAS, the Issuer desires to provide for the payment of such refunding improvement bonds through a pledge of the Warrants;

WHEREAS, such Bonds shall be payable solely out of moneys in the Special Funds from which the Warrants are payable;

WHEREAS, pursuant to North Dakota Century Code Section 40-26-08, whenever all special assessments for an Improvement are insufficient to pay principal or interest then due on the Warrants, the Issuer shall levy a tax upon all of the taxable property in the Issuer for the payment of such deficiency; and

WHEREAS, in and by the resolution adopted by the Issuer on this date, entitled “RESOLUTION CREATING THE FUNDS OF IMPROVEMENT DISTRICTS, PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF SAID FUNDS, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$58,000,000 IMPROVEMENT WARRANTS (SERIES 2025D) THEREON” the Issuer has authorized the issuance of the Warrants in the aggregate principal amount not to exceed \$58,000,000 payable from the Special Funds of the respective Improvement Districts, subject to the terms, provisions and covenants set forth in the resolution, which resolution is incorporated herein and made a part hereof;

BE IT RESOLVED by the Commission of the Issuer, as follows:

1. Findings. It is hereby found, determined, and declared that said Warrants were duly and legally authorized under authority of and in accordance with the provisions of Title 40 of the North Dakota Century Code, as amended; that there is not at the present time in the Special Funds sufficient money to pay the Warrants drawn thereon with interest, and by the exchange of said

Warrants for the Bonds the interest rate and interest costs thereon will be substantially reduced, and the general tax which the Issuer may become obligated to levy for any deficiencies in said funds can be reduced and equalized, and the burden on the taxpayers and property owners will be substantially reduced; that said Warrants are subject to exchange at the option of the Issuer for the purpose of issuing refunding improvement bonds or warrants of the Issuer in accordance with the provisions of Chapter 40-27, North Dakota Century, Code; that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed precedent to the issuance of the Bonds hereinafter described have been done, do exist, have happened, and have been performed in due form, time and manner as so required; and that the issuance of the Bonds is necessary and expedient and for the best interest of the Issuer and its inhabitants, taxpayers, and the owners of property liable to be assessed for said Improvements.

2. Form of Bonds. The Bonds shall be in substantially the form attached as **Attachment C** hereto.

3. Authorization and Terms of Bonds. The Commission of the Issuer hereby authorizes Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota, to solicit bids for the purchase of the Bonds pursuant to the Official Terms of Offering attached hereto as **Attachment B**. The City Commission hereby authorizes the Issuer to accept bids to purchase the Bonds upon the terms and conditions set forth in this resolution. The Commission hereby delegates the power and authority to any of the Mayor, the City Auditor, and the City Finance Director of the Issuer to review bids received for the purchase of the Bonds and to accept a bid at a later date to finalize the actual principal amount of Bonds to be issued, the amortization schedule, the interest rates and underwriter's compensation, provided that the true interest cost proposed for the Bonds does not exceed 5.25% per annum.

4. Approval of Documents and Authorization for Execution and Delivery.

(a) Bond Purchase Agreement. The execution of a Bond Purchase Agreement setting forth such final terms by any of the Mayor, City Auditor or the City Finance Director of the Issuer is hereby approved and authorized and such execution shall be conclusive evidence of such agreement and shall be binding upon the Issuer. The provisions of the Bond Purchase Agreement as so executed, including all Exhibits and Appendices thereto, are incorporated herein by reference.

(b) Official Statement. The Bonds will be offered for sale by means of an Official Statement. The Mayor and City Auditor hereby ratify the distribution of the Preliminary Official Statement, prepared by Baker Tilly Municipal Advisors, LLC, as the Issuer's municipal advisor and Dorsey & Whitney LLP, as Bond Counsel; to prospective purchasers of the Bonds. The City Auditor is hereby authorized on behalf of the Issuer to deem the Preliminary Official Statement a "final" official statement as of its date, in accordance with Rule 15c2-12(b)(1) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Mayor and the City Auditor are hereby authorized and directed to approve, and, if requested, to execute the final Official Statement to be prepared substantially in the form of the Preliminary Official Statement, including final pricing terms. The Issuer hereby ratifies and consents to the distribution

of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds.

(c) Approval and Execution of Documents. Upon the determination of the terms of the Bonds (within the limits set forth herein), the Bond Purchase Agreement, and such other documents and certificates shall be executed in the name and on behalf of the Issuer by the Mayor and the City Auditor, but with such changes therein, not inconsistent with this Resolution, as may be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof.

5. Terms, Execution and Delivery.

(a) Maturities and Interest Rates. The Bonds shall be issued in the denomination of \$5,000 each, or any integral multiple thereof, shall mature on the dates and in the respective years and amounts, and shall bear interest from date of original issue until paid or duly called for redemption payable on the dates and at the respective annual rates as set forth in the Bond Purchase Agreement. The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 9 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

(b) Dates and Interest Payment Dates. Each Bond shall bear a date of original issue as of the date on which the Bonds are delivered to the purchaser. Upon initial delivery of the Bonds pursuant to Section 9 and upon any subsequent transfer or exchange pursuant to Section 9, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on each May 1 and November 1, commencing November 1, 2026, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day.

(c) Redemption. The Bonds will be subject to redemption as set forth in Attachment B and the Bond Purchase Agreement. In the event any Bond is called for redemption prior to maturity, the Issuer will cause a notice of redemption to be sent to the Bond Registrar, Paying Agent and the registered owners of the Bonds called for redemption at least twenty (20) days before the date specified for redemption at the address shown on the registration books of the Bond Registrar. Within ten (10) days before the thirtieth (30th) day prior to any specified redemption date, if less than all Bonds of a single maturity are to be redeemed the Bond Registrar will select for redemption (by lot or in such manner as the Bond Registrar may determine) from all outstanding Bonds of the applicable maturity a principal amount of such Bonds equal to the aggregate principal amount of such Bonds to be redeemed, and will call such Bonds or portions thereof for redemption on such Redemption Date; provided that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof and that in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If

less than all Bonds are to be optionally redeemed, the maturity or maturities of the Bonds to be redeemed shall selected by the Issuer.

(e) Initial Registrar. Books for the registration and for the transfer of the Bonds as provided in this Resolution shall be kept by the City Auditor of the Issuer, which is hereby appointed the Bond Registrar, Transfer Agent and Paying Agent (the "Registrar").

6. Transfer and Exchange. The Bonds are transferable upon the books of the Issuer at the principal office of the Bond Registrar by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of the same series of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Bond or Bonds of the same series to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Bonds.

The Issuer and the Bond Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

7. Bonds Mutilated, Destroyed, Lost, or Stolen. If any Bond shall become mutilated or be destroyed, lost, or stolen, the Issuer in its discretion may execute and upon its request, the Bond Registrar shall authenticate and deliver a new Bond of the same series in exchange for the mutilated Bond or in lieu of and substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and to the Bond Registrar in a form satisfactory to both (i) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the applicant's Bond and of the ownership thereof and (ii) in the case of any destroyed, lost, or stolen Bond, such security or indemnity as may be required by them to save each of them harmless from all risks, however remote. The Bond Registrar may authenticate any Bond issued upon such exchange or substitution and deliver such Bond upon the request of the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Issuer or the Bond Registrar.

If any Bond that has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, instead of issuing a Bond in exchange or substitution therefor, the Issuer may pay or authorize the payment of such Bond (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and to the Bond Registrar evidence to the satisfaction of the Issuer and the Bond Registrar of the mutilation, destruction, loss, or theft of such Bond and the ownership thereof and, in the case of any destroyed, lost, or stolen Bond, such security or indemnity as they may require to save them harmless from all risks.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond of the same series that is mutilated, destroyed, lost, or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the destroyed, lost, or stolen Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the respect to the replacement or payment mutilated, destroyed, lost, or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

8. Cancellation and Disposition of Bonds. All mutilated Bonds, all Bonds surrendered for exchange or transfer, all Bonds that have been paid at maturity or upon prior redemption, and all Bonds surrendered to the Issuer for cancellation shall be canceled by the Bond Registrar Trustee (as the case may be) and cremated or destroyed by other means.

9. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Auditor and shall be executed and authenticated on behalf of the Issuer by the signatures of the Mayor and the City Auditor. All signatures may be printed, lithographed or engraved facsimiles of the original. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared and executed, the Issuer shall deliver the same to the Purchaser in exchange for the warrants of the Districts in the same aggregate principal amount, heretofore purchased by the Purchaser, and the Issuer shall pay to the Purchaser the interest accrued to the date of exchange of said warrants less the amount of interest accrued to said date on the Bonds; all in accordance with the agreement heretofore made and entered into relative to the refunding of the warrants, which agreement is hereby approved, ratified and confirmed.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the City, the Bonds and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the City to act on behalf of the Mayor, the City Auditor, or other officer of the City in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor.

10. Establishment of Bond Fund. There shall be and is hereby created a special fund to be maintained by the City Auditor separate and apart from all other funds of the Issuer, to be designated as the SERIES 2025D REFUNDING IMPROVEMENT BOND FUND (herein referred to as the "Bond Fund"). To the Bond Fund shall be credited the Warrants when received by the

City Auditor, which Warrants shall thereupon become and shall thereafter be held as an asset of said fund, and the proceeds of all collections on said Warrants so acquired shall be held by the Issuer in trust for the use and benefit of the holders from time to time of the Bonds on a parity basis between series. The Special Funds of the Improvement District described in the resolution referred to in paragraph 1 hereof shall be continued and payments shall be made therefrom on the Warrants drawn thereon in the same manner as though said Warrants had not been exchanged. All payments of principal and interest made on said Warrants shall be credited to the Bond Fund and shall be used and applied in payment of the principal of and interest on the Bonds as such principal and interest become due.

11. Covenants. The Issuer hereby covenants and agrees with the holders from time to time of the Bonds issued pursuant hereto:

(a) That it will use due diligence to collect all amounts due on the Warrants and to levy and collect the special assessments appropriated for their payment.

(b) That it will preserve and enforce for the benefit of the holders from time to time of the Bonds all of the rights, powers, and privileges reserved, to the holders of the Warrants, and all of the covenants of the Issuer as provided in the resolution authorizing the issuance of the improvement warrants.

(c) That at the time and in the manner prescribed by § 40-26-08, North Dakota Century Code, as amended, this governing body will levy general taxes on all taxable property in the corporate limits of the Issuer for the payment of any deficiency in any Special Fund and will cause the proceeds thereof to be applied in payment of the principal of and interest on the then unpaid Warrants drawn on said Special Fund; provided that the Issuer reserves the right to levy taxes in the manner and to the extent permitted by law for payment and discharge of any deficiency in said Special Funds prior to the date upon which it may become obligatory to levy such deficiency taxes, and the amounts thereof shall be credited against the levies which the Issuer might otherwise have been obligated to make.

(d) That in the event the moneys in the Bond Fund should at any time be insufficient to meet all payments of principal and interest then due on the Bonds, said moneys shall be first used to pay the interest accrued on all outstanding Bonds, and the balance shall be applied in payment of the principal of said Bonds in order of their maturity dates, earliest maturities first, Bonds bearing the same maturity dates being paid pro rata. The Issuer reserves the right and privilege of refunding any of such matured Bonds for the payment of which moneys are not at the time available by issuing new bonds payable from said Bond Fund, which bonds shall be on a parity with those theretofore issued as to interest charges thereon, but the maturity thereof shall be subsequent to the maturity of all Bonds payable from said fund and then outstanding, provided that no holder of Bonds herein authorized to be issued shall be obligated to accept any such bond in exchange for any of such matured Bond.

(e) The Issuer hereby reserves the right to issue additional improvement warrants and refunding improvement bonds, payable on a parity with the Bonds issued hereunder and the Warrants exchanged for the Bonds, to the extent required to complete the improvements presently

proposed for the Improvement Districts and to be financed by the issuance of the additional improvement warrants exchanged for additional revenue bonds.

(f) The Issuer hereby pledges all special assessments for improvements funded in whole or in part from the proceeds of the Bonds, all Warrants and the payments thereon, and all amounts on deposit from time to time in the Special Funds and the Bond Fund to the payment of the principal of, and interest on, the Bonds (and any additional bonds issued as contemplated by Section 11(e) above) on a parity basis.

12. Payment and Discharge; Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to all or a portion of the Bonds which are due on any date by depositing with the Paying Agent on or before that date a sum sufficient for the payment of the principal thereof, and interest accruing thereon to such duty in full. If any Bond shall not have been paid when due, the same may nevertheless be discharged by depositing with the Paying Agent a sum sufficient for the payment of the principal thereof in full with interest accrued thereon from the date to which interest has been paid to the date of such deposit and payment to the owners thereof. The Issuer may also discharge its obligations with respect to all or a portion of the Bonds, by depositing with the paying agent on or before that date an amount equal to the principal, interest and redemption premium, if any, which are due on the maturity date, or earlier redemption date selected by the Issuer, provided that notice of such redemption has been duly given as provided herein. The Issuer may also at any time discharge its obligations with respect to all or a portion of the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or financial institution qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be sufficient to pay all principal, interest, and redemption premium to become due thereon to maturity or the date of earlier redemption selected by the Issuer. If less than all of the Bonds are to be discharged pursuant to this paragraph, the maturity date, the mandatory sinking fund redemption requirement with respect to Term Bonds, and series may be selected by the Issuer in its sole discretion.

13. Authentication of Transcript. The officers of the Issuer are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements contained therein.

14. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the Issuer may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through

DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Issuer is hereby confirmed and ratified.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates. Any successor depository must be both a "clearing corporation" as defined in North Dakota Century Code, Section 41-08-02 and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended.

15. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

(a) Tax Covenant. The Issuer covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations, Amended Regulations, and Proposed Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

(b) Arbitrage Certification. The Mayor and the City Auditor being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Treasury Regulations (the "Regulations"), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of the Code and Regulations.

(c) Rebate. The Issuer acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The Issuer covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for one of the exceptions from the rebate requirement under Section 1.148-7 of the Regulations and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In

furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute a Rebate Certificate, in the form prescribed by Bond Counsel, and the Issuer hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

(d) Not Qualified Tax Exemption Obligations. The Bonds are not designated as “qualified tax-exempt obligations” for purpose of Section 265(b) of the Code.

(e) Reimbursement. The Issuer certifies that the proceeds of the Bonds will not be used by the Issuer to reimburse itself for any expenditure with respect to the Improvements which the Issuer paid or will have paid prior to the issuance of the Bonds unless, with respect to such prior expenditures, the Issuer shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

(f) Continuing Disclosure. The City Auditor is hereby authorized to execute, on behalf of the Issuer, the Continuing Disclosure Certificate in a form substantially similar to that attached as **Attachment D** hereto, which is hereby incorporated herein and made a part hereof.

Mayor

Attest:

City Auditor

COMMISSIONER _____ introduced the following resolution and moved its adoption. 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.

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$58,000,000 CITY OF FARGO, NORTH DAKOTA REFUNDING IMPROVEMENT BONDS, SERIES 2025D, PRESCRIBING THE TERMS AND COVENANTS THEREOF, AND CREATING A FUND FOR THE PAYMENT THEREOF adopted by the governing body of the City of Fargo at the meeting held on October 13, 2025, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this _____ day of October, 2025.

City Auditor

(S E A L)

Attachment A

**LIST OF IMPROVEMENT DISTRICTS WITH ESTIMATED BOND PROCEEDS
PRINCIPAL AMOUNTS, ESTIMATED ASSESSMENTS, AND LEVY TERMS, AMOUNTS,
AND PAYMENT YEARS FOR EACH**

Project Number	Designation	Estimated Bond Proceeds/Principal Amount of Assessments	Year Filed	Levy Term	Amounts and Payment Years
BN-23-F	Utilities and Paving New	13,327,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BN-24-B	Utilities and Paving New	12,080,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BN-25-E	Utilities and Paving New	7,839,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-23-G	Paving and Utility Rehab/Reconstruction	7,074,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-A	Utilities and Paving Repl/Rehab	737,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-B	Utilities and Paving Repl/Rehab	429,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-C	Utilities and Paving Repl/Rehab	716,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-E	Utilities and Paving Repl/Rehab	685,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-F	Utilities and Paving Repl/Rehab	748,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-G	Utilities and Paving Repl/Rehab	461,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-H	Utilities and Paving Repl/Rehab	282,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
NR-24-C	Lift Station Repl/Rehab	565,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
PN-25-A	Paving New	2,351,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
PR-25-C	Paving Repl/Rehab	258,000.00	2026	15 Years	Equal Principal and Interest Payments in each of the years 2027 through 2041
PR-25-E	Paving Repl/Rehab	1,142,000.00	2026	15 Years	Equal Principal and Interest Payments in each of the years 2027 through 2041

PR-25-F	Paving Repl/Rehab	3,023,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
PR-25-H	Paving Repl/Rehab	1,127,000.00	2026	15 Years	Equal Principal and Interest Payments in each of the years 2027 through 2041
SR-25-A	Sidewalk/Path Repl/Rehab	802,025.00	2026	20 Years	Equal Principal and Interest Payments in each of the years 2027 through 2046
SR-25-B	Sidewalk/Path Repl/Rehab	583,189.00	2026	20 Years	Equal Principal and Interest Payments in each of the years 2027 through 2046
For 15-Year Assessments filed in 2026, \$2,527,000 in par amount of assessments totaling approximately \$3,627,398 in revenues are anticipated to be collected in the approximate amount of \$241,827 yearly in the years 2027 through 2041. For 20-Year Assessments filed in 2026, \$1,385,214 in par amount of assessments totaling approximately \$2,225,350 in revenues are anticipated to be collected in the approximate amount of \$111,268 yearly in the years 2027 through 2046. For 25-Year Assessments filed in 2026, \$50,317,000 in par amount of assessments totaling approximately \$89,964,455 in revenues are anticipated to be collected in the approximate amount of \$3,598,578 yearly in the years in the years 2027 through 2051.					

Attachment B

OFFICIAL TERMS OF OFFERING

\$56,610,000*

CITY OF FARGO, NORTH DAKOTA

REFUNDING IMPROVEMENT BONDS, SERIES 2025D

(BOOK ENTRY ONLY)

Bids for the above-referenced obligations (the "Bonds") will be received by the City of Fargo, North Dakota (the "City") on Monday, November 17, 2025 (the "Sale Date") until 10:30 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time bids will be opened and tabulated. The Pricing Committee will be empowered to award the Bonds following the opening of bids.

SUBMISSION OF BIDS

Baker Tilly MA will assume no liability for the inability of a bidder or its bid to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any future, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each bid shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner by which the bid is submitted.

(a) **Sealed bidding.** Completed, signed bids may be submitted to Baker Tilly MA by email to bids@bakertilly.com and must be received prior to the Sale Time.

OR

(b) **Electronic bidding.** Bids may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic bid in a timely manner and in compliance with the requirements of the Official Terms of Offering.* Neither the City, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Official Terms of Offering conflict with information provided by PARITY®, this Official Terms of Offering shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.
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DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery, and will bear interest payable on May 1 and November 1 of each year, commencing November 1, 2026. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature May 1 in the years and amounts* as follows:

2027	\$1,305,000	2032	\$1,675,000	2037	\$2,080,000	2042	\$2,345,000	2047	\$2,870,000
2028	\$1,375,000	2033	\$1,765,000	2038	\$2,170,000	2043	\$2,455,000	2048	\$3,015,000
2029	\$1,445,000	2034	\$1,845,000	2039	\$2,265,000	2044	\$2,575,000	2049	\$3,170,000
2030	\$1,515,000	2035	\$1,920,000	2040	\$2,370,000	2045	\$2,705,000	2050	\$3,330,000
2031	\$1,595,000	2036	\$2,000,000	2041	\$2,475,000	2046	\$2,840,000	2051	\$3,505,000

*The City reserves the right, after bids are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original bid. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the bid indicates the securities are initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

The City Auditor of the City will serve as registrar and paying agent for the Bonds.

OPTIONAL REDEMPTION

The City may elect on May 1, 2035, and on any day thereafter, to redeem Bonds due on or after May 1, 2036. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The special improvement warrants issued against the fund of such improvement districts and the special assessments levied and to be levied for the improvements have been appropriated by the City to a special fund for the payment of the Bonds. The City is also required by law to levy a tax upon all taxable property within its corporate limits to restore any deficiency in the improvement district funds for the payment of all warrants and interest thereon, and the City is authorized, and it is the City's policy, to levy such a tax whenever such a deficiency is anticipated to occur within one year. Such tax levies are not subject to any constitutional or statutory limitation as to rate or amount. The proceeds of the Bonds will be used to

- (i) finance the cost of construction of improvements within the various improvement districts of the City,
- (ii) fund a deposit to the debt service fund for the payment of certain amounts of interest (capitalized interest), and (iii) pay issuance costs for the Bonds.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Bids shall be for not less than \$56,610,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the bid must be 98.0% or greater.

Bids for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the bid must specify "Years of Term Maturities" in the spaces provided on the bid form.

No bid can be withdrawn or amended after the time set for receiving bids unless award of the Bonds is not made by the Pricing Committee following the opening of bids, as designated by the Issuer pursuant to a resolution adopted on October 13, 2025. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional bids will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Official Terms of Offering shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Official Terms of Offering to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a bid with the lowest true interest cost, as set forth in this Official Terms of Offering (See "AWARD" herein).

Any bid submitted pursuant to this Official Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its bid, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any bid submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its bid considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$566,100 (the "Deposit") no later than 1:30 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the bid of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of bids. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted bid, said amount will be retained by the City.

AWARD

The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the bid prior to any adjustment made by the City. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's official bid form. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about December 11, 2025, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Dorsey & Whitney LLP of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement and the official bid form or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000 or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://bondcalendar.bakertilly.com/>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its bid is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

BY ORDER OF THE CITY COMMISSION

EXHIBIT A

**ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM
ESTABLISHED UNDERWRITERS**

**\$(PRINCIPAL AMOUNT)
[BOND CAPTION]
ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. Defined Terms. For purposes of this Issue Price Certificate:

(a) *Issuer* means [DESCRIBE ISSUER].

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (i.e., an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and BORROWER (the "Borrower")] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

EXHIBIT B

**ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM
ESTABLISHED UNDERWRITERS**

**\$(PRINCIPAL AMOUNT)
[BOND CAPTION]
ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ("[SHORT NAME OF UNDERWRITER]") [the "Representative"][, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),] hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. **Initial Offering Price of the Bonds.** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. **First Price at which Sold to the Public.** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. **Hold the Offering Price Rule.** [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]'s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. **Defined Terms.** For purposes of this Issue Price Certificate:

(a) **Holding Period** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) **Issuer** means [DESCRIBE ISSUER].

(c) **Maturity** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) **Member of the Distribution Group** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) **Public** means any person (i.e., an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a

corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDEWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and BORROWER (the "Borrower")] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: _____
Name: _____

Dated: [ISSUE DATE]

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS

(Attached)

**SCHEDULE B
PRICING WIRE**

(Attached)

SCHEDULE C
SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE
AT THE INITIAL OFFERING PRICE

(Attached)

Attachment C

FORM OF BONDS SERIES 2025D BONDS

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

REFUNDING IMPROVEMENT BOND, SERIES 2025D

No. ____			\$[_____]
<u>INTEREST RATE</u>	<u>MATURITY</u>	DATE OF ORIGINAL <u>ISSUE</u>	<u>CUSIP</u>
[_____]%	May 1, 20[____]	December 11, 2025	[_____]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "Issuer"), acknowledges itself to be indebted and for value received promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on May 1 and November 1 in each year, commencing November 1, 2026 (each such date, an "Interest Payment Date") all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft drawn by the City Auditor of the Issuer, who will serve as the Bond Registrar (the "Registrar")

This Bond is one of an issue designated the CITY OF FARGO REFUNDING IMPROVEMENT BONDS, SERIES 2025D (the "Bonds"), in the aggregate principal amount of \$58,000,000 all of like date and tenor except as to serial number, maturity date, interest rate, and redemption privilege, issued, pursuant to the Resolution adopted by the governing body of the Issuer for the purpose of refunding a like principal amount of valid outstanding special improvement warrants drawn on the funds of improvement districts heretofore duly created by the Issuer for the financing of the cost of local improvements in anticipation of the levy and collection of special assessments with respect

to the improvements, all pursuant to and in full conformity with the Constitution and laws of the State of North Dakota.

Bonds maturing on May 1, 2036 or any date thereafter are subject to optional redemption on or after May 1, 2035 at a price of par plus accrued interest to the date of redemption.

In the event Bonds are to be called for optional redemption in part, the maturities and the Bonds within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not less than 20 days prior to the date specified for redemption and prepayment of any of the Bonds, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of the Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar.

The Bonds maturing May 1, 20[___], shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest to the Redemption Date on May 1 of the following years and in the following principal amounts:

Redemption Date	Principal
<u>(May 1)</u>	<u>Amount</u>
[to come]	\$

*

*Maturity

In the event a Bond is called for mandatory sinking fund redemption, the Bonds to be redeemed within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not less than 20 days prior to the date specified for redemption and prepayment of this Bond, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of this Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar. If less than all Term Bonds of a single maturity of the same series are to be redeemed at the option of the Issuer, the Issuer may apply the principal amount to be redeemed to reduce the mandatory sinking fund redemption requirements in such the Term Bond to be redeemed in such year or years as it determines in its sole discretion.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Bond Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate

principal amount, bearing interest at the same rate, and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange. The Issuer and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the Issuer.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has duly created the SERIES 2025D REFUNDING IMPROVEMENT BOND FUND as a separate and special fund and has appropriated thereto the improvement warrants refunded by the Bonds of this series, on which improvement warrant payments are required by law to be made as though none of such warrants had been refunded, and will use due diligence to collect said improvement warrants and the special assessments and any taxes appropriated for their payment; the Issuer has reserved the right and privilege of issuing additional improvement warrants on the funds of said improvement districts, if and to the extent necessary to complete payment of the cost of the improvements, and the right and privilege of refunding such warrants by the issuance of additional series of Refunding Improvement Bonds, payable on a parity with the Bonds of this series, provided that the total amount of special assessments and taxes appropriated for payment of the cost of the improvements shall be not less than the total amount of warrants issued with respect thereto; that the governing body is required by law to levy a tax upon all the taxable property in the corporate limits of the Issuer, without limitation as to rate or amount, to meet any deficiency in any of said improvement district funds for the payment of all warrants drawn thereon, with interest; and that all collections of special assessments and taxes appropriated for the payment of said improvement warrants are required by law to be credited to the Bond Fund and applied in payment of the principal of and interest on the Bonds of this series and any other series issued pursuant to the authority hereinbefore reserved; all as more fully stated in the Resolution; and that the issuance of this Bond has not caused the indebtedness of the Issuer to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF the City of Fargo, North Dakota, by its governing body, has caused this Bond to be executed in its behalf by the manual or facsimile signature of the Mayor and City Auditor, and has caused the certificate appearing on the following page to be executed by the manual or facsimile signatures of said officers.

CITY OF FARGO

Mayor

City Auditor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

CITY AUDITOR, as Bond Registrar

By: _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

[illegible]

TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act
(State)

JT TEN --as joint tenants with right of survivorship and not as tenants in common

Other abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____
attorney to transfer the said Bond on the books kept for registration of the within Bond, with full
power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

PLEASE INSERT SOCIAL SECURITY
NUMBER OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE:

Signature Guaranteed:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Attachment D

CONTINUING DISCLOSURE CERTIFICATE

December 11, 2025

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Fargo, North Dakota (the “Issuer”) in connection with the Issuer’s \$58,000,000 REFUNDING IMPROVEMENT BONDS, SERIES 2025D (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the governing body of the Issuer on October 13, 2025 (the “Resolution”), and delivered to the respective Purchasers on the date hereof. The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds in order to assist the Participating Underwriters within the meaning of SEC Rule 15c2-12(b)(5) (the “Rule”) in complying with the Rule. This Disclosure Certificate constitutes the written undertaking and agreement of the Issuer for the benefit of the Owners of the Bonds as required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means the annual financial information (as defined in the Rule), including audited financial statements, to be provided to the MSRB in an electronic format prescribed by the MSRB pursuant to paragraph 5(i)(A) and (B) of the Rule, as described in Section 3 and 4 of this Disclosure Certificate.

“EMMA” means the Electronic Municipal Market Access system established by the MSRB with the support of the SEC, or any successor system, which can be accessed on the date hereof at www.emma.msrb.org.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). This term shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Financial Statements” means audited or, if unavailable, unaudited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

“Fiscal Year” means the fiscal year of the Issuer.

“Final Official Statement” means the final official statement relating to the Bonds dated [____], 2025, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

“Issuer” means the City of Fargo, North Dakota, which is the obligated person (as defined in the Rule) with respect to the Bonds.

“Material Event” means any of the events listed in paragraph 5(i)(C) and paragraph 5(i)(D) of the Rule, which are set forth in Section 5(a) and (d) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board on the date hereof located at 1300 I Street, Suite 1000, Washington, DC 20005.

“Owner” means the person in whose name a Bond is registered or a beneficial owner of such a Bond.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

“Rule” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means the Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information and Financial Statements.

(a) The Issuer shall, not later than 12 months after the end of each Fiscal Year, commencing with the year ending December 30, 2025, provide to the MSRB in an electronic format as prescribed by the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate and which shall include the CUSIP numbers for the all outstanding Bonds and such other identifying information as may be required from time to time by the Rule. The Annual Report shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB and may be submitted as a single document or as separate documents comprising a package, and may incorporate by specific reference information in documents available to the public on the MSRB’s internet website or filed with the SEC; provided that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable or fails to provide an Annual Report by the date required in subsection (a) to the MSRB, the Issuer shall provide a notice of such failure to the MSRB as set forth in Section 5(b) hereof.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the annual Financial Statements and annual financial information similar to that set forth in the following sections of the Final Official Statement:

- (1) Economic and Demographic Information.
- (2) Financial Summary.

- (3) City Indebtedness.
- (4) Outstanding Indebtedness.
- (5) Financial Information.
- (6) Property Valuation and Taxes.

Section 5. Reporting of Material Events.

(a) The Issuer shall provide to the MSRB in an electronic format prescribed by the MSRB notice of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event, which notice shall be submitted to the MSRB at EMMA, or as otherwise directed by the MSRB:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modification to rights of security holders, if material;
- (8) Bond Calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If the Issuer determines that it has failed to give notice of a Material Event as set forth above or to file the Annual Report in a timely fashion as required herein, the Issuer shall promptly file a notice of such occurrence to the MSRB in an electronic format prescribed by the MSRB, which notice shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB.

Section 6. Reporting Generally. The Issuer shall file its Annual Report, each notice of a Material Event, and each notice required by subsection (b) of Sections 3 and 5 of this Disclosure Certificate with the CUSIP numbers for all outstanding Bonds specified and such other identifying information as may be required from time to time by the Rule or by the MSRB. Each such item shall be submitted to the MSRB at EMMA, or as otherwise directed by the Rule or the MSRB, in an electronic format prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all the Bonds.

Section 8. Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 9. Amendment: Waiver. Notwithstanding any other provision of this Disclosure Certificate and without consent of the Owners of the Bonds, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver (i) is required by an amendment of the Rule by the SEC or procedures relating to the Rule by the MSRB, (ii) is to clarify an ambiguity or error, or (iii) does not provide for undertakings which violate the Rule or procedures of the MSRB then in effect or eliminates undertakings then required by the Rule or otherwise required by the SEC or the MSRB with respect to the Rule, which may be evidenced by a written opinion of legal counsel selected by the Issuer to the effect that such amendment or waiver would not, in and of itself, violate the Rule, requires undertakings which would violate the Rule or eliminates undertakings required by the Rule. If the Issuer determines that any such amendment or waiver materially changes the information provided to the MSRB or the timing of the information to be provided and that such information has not otherwise been provided to the MSRB in an Annual Report or Material Event filing, it shall provide the MSRB notice of such amendments as additional information pursuant to Section 9 hereof.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from providing any other information to the public, using the means of filing with the MSRB as set forth in this Disclosure Certificate or any other means of communication. Such information may include any other information in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information and may state in the disclosure that it does not intend to update such information.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Disclosure Certificate in my official capacity on behalf of the City of Fargo, North Dakota as of the date first written above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Steven Sprague
City Auditor

RESOLUTION CREATING THE FUNDS OF IMPROVEMENT DISTRICTS,
PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR
THE SUPPORT AND MAINTENANCE OF SAID FUNDS, AND AUTHORIZING
THE ISSUANCE OF NOT TO EXCEED \$58,000,000 IMPROVEMENT WARRANTS
(SERIES 2025D) THEREON

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Fargo, Cass County, North Dakota (the “Issuer”) as follows:

1. Findings. It is hereby found, determined, and declared that the Issuer has heretofore duly created the improvement districts as set forth in **Attachment A** hereto, which is incorporated herein (the “Improvement Districts”), and has ordered, received, and approved plans and specifications, and estimates of the cost, for the construction of the improvements in said Improvement Districts (the “Improvements”); that the governing body determined the necessity of constructing the Improvements; that the Improvements have been petitioned by the owners or that insufficient protests to the project were filed in accordance with State of North Dakota (the “State”) law; that contracts for construction of the Improvements have been duly awarded and executed; that the contracts and contractors’ bonds have been and are hereby approved; that the Issuer possesses and has power to exercise through this governing body full and exclusive jurisdiction over all streets and places wherein said improvements are located; that the total cost of said Improvements in excess of any other funds on hand and appropriated for the payment of such cost including reimbursing other funds of the Issuer for any amounts temporarily advanced to meet immediate expenses of the Improvements less prepayments actually received and to be used to pay the cost of said Improvements is now estimated to be approximately the amount set forth in **Attachment B** hereto, which is incorporated herein; that to pay the total cost of said Improvements, the Issuer will sell at competitive sale improvement warrants in at least the total principal amount set forth in **Attachment B** hereto; that the total benefits to all lots, tracts, and parcels of land liable to be specially assessed for benefits resulting from the Improvements in said Improvement Districts will be substantially in excess of the cost of said Improvements to be assessed against said properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed preliminary to the issuance and sale of warrants to provide moneys to pay for said Improvements (the “Warrants”) have been done, do exist, have happened, and have been performed in regular and due form and in the time and manner as so required. Each Warrant is payable from and secured by a special fund of the Issuer created with respect to an Improvement District and the special assessments levied within such Improvement District for the Improvements relating to such district.

2. Issuance and Sale of Warrants. In anticipation of the collection of said special assessments and taxes, if any, and for the purpose of borrowing money to pay the cost of said Improvements, including issuance costs and funding capitalized interest, if any, the Issuer shall issue its Warrants on each Special Fund in an amount not to exceed \$58,000,000. The City Commission hereby authorizes the Issuer’s municipal advisor Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota, to solicit bids for the purchase of the Warrants and authorizes the Issuer to accept bids to purchase the Warrants upon the terms and conditions set forth in this Resolution. The City Commission hereby delegates the power and authority to the Mayor, the City Auditor, and the City Finance Director of the Issuer to review bids received for the purchase of the Warrants,

to be immediately refunded by the issuance by the Issuer of its Refunding Improvement Bonds, Series 2025D (the "Bonds") in an aggregate principal amount not to exceed \$58,000,000, and to execute a bond purchase agreement for the sale of the Warrants, subject to the terms set forth in Section 2.01 hereof, provided that the true interest cost may not exceed 4.90%. The Mayor and City Auditor or their designees are authorized and directed to accept a bid and award the sale of the Warrant to the winning bidder subject to the limitations set forth above without further action of the Commission; provided, that the right to reject any or all bids is reserved. Issuance of the Warrant shall be conclusive evidence of the approval of such award.

3. Creation and Uses of Funds and Accounts. There are hereby created special funds of the Issuer for each Improvement District (the "Special Funds," each a "Special Fund"), which Special Funds shall be held and administered by the City Auditor separate and apart from all other funds of the Issuer and each Special Fund shall be continued and maintained as directed in this resolution until all Warrants issued thereon shall have been fully paid with interest. In each such Special Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

(a) There shall be credited to the Construction Account in each Special Fund the proceeds of the sale of the Warrants issued against such Special Fund except the accrued interest and except any amounts necessary to reimburse other funds of the Issuer for temporary advances made for the Improvements. All costs and expenses of making said Improvements, including interest coming due during construction, shall be paid from time to time as incurred and allowed from said Construction Account, upon Construction Account warrants signed by the Mayor and City Auditor, or in their absence, the Deputy Mayor and/or the Deputy City Clerk, and moneys in said Account shall be used for no other purpose, provided, that if upon completion of the Improvements and approval thereof by the Engineer for the Issuer, and payment of all claims and expenses in respect to said Improvement, there shall remain any unexpended balance in said Construction Account, such balance shall be transferred to the respective Principal and Interest Account and handled and accounted for in the same manner as other moneys in that account.

(b) There shall be credited to the Principal and Interest Account in each Special Fund the accrued interest, if any, on the Warrant drawn on said fund from the date of the Warrant to the date of delivery thereof to the purchaser, the entire amount of special assessments and any taxes to be levied with respect to that improvement as herein set forth, and any balance remaining in the Construction Account after completion of said Improvement. Moneys in the Principal and Interest Account shall be used only for payment of the principal of and interest on the Warrants drawn against said fund as such payments become due.

(c) The Issuer covenants and agrees with the holders from time to time of the Issuer's refunding improvement bonds, which are payable from, and secured by, the Warrants and the interest on which is excluded from gross income for federal tax purposes (the "Bonds"), that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended, and regulations, amended regulations, and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

4. Special Assessments. With respect to the Improvement Districts, the Issuer covenants and agrees with all holders of Warrants that it will do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement Districts benefited by the Improvements, in an aggregate amount equal to the total cost of the Improvement to the Issuer, except any portion, not exceeding one-fifth of the cost of the improvement and not exceeding any applicable constitutional or statutory debt limit, as the Issuer may determine to pay by the levy of *ad valorem* taxes upon all taxable property within its corporate limits.

In the event that the special assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or by the governing body or by any officers or employees, either in the making of the special assessment or in the performance of any condition precedent thereto, the Issuer and this governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such special assessment a valid and binding lien upon such lot or tract.

The installments of special assessments from time to time remaining unpaid shall bear interest at the rate, not exceeding 0.75% above the true interest cost (TIC) annual interest rate on bonds issued on special improvement districts, set forth in **Attachment A** hereto, said special assessments to be levied in equal annual installments of principal, together with the interest to accrue thereon, as set forth in **Attachment A** hereto.

5. Form of Warrant. The Warrants shall be reproduced in substantially the form set forth in **Attachment B** hereto and incorporated herein.

6. Execution and Delivery. Each Warrant shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the Issuer by the signature of the Mayor, countersigned by the City Auditor and sealed with the official seal of the Issuer. When executed, the warrants shall be delivered by the City Auditor to the Purchaser thereof upon payment of the purchase price agreed upon, and the Purchaser shall not be obligated to see to the application of the purchase price.

The Mayor, the City Auditor, and other officers of the City are also hereby authorized to execute and deliver any such additional certificates, showings, agreements, or documents necessary or otherwise appropriate in connection with the issuance of the Warrants and the transactions contemplated thereby.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the City, the Warrants and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the City to act on behalf of the Mayor, the City Auditor, or other officer of the City in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

In case any officer signing documents authorized to be executed and delivered by this resolution shall cease to be such officer before or after the delivery of any such document, such

signature, nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

7. Covenant as to Tax Levy. With respect to each Special Fund, the Issuer hereby recognizes its obligation with respect to the Warrants drawn against the Funds, as set forth in § 40-26-08, North Dakota Century Code, as amended, and covenants that whenever all special assessments and taxes, if any, theretofore collected for the related Improvement are insufficient to pay principal of or interest then due on the applicable Warrant, the governing body of the Issuer shall thereupon levy a tax upon all taxable property in the corporate limits of the Issuer for the payment of such deficiency; provided, that if said Warrant has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, North Dakota Century Code, such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on such refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the Issuer and this governing body under the provisions of said § 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in said Special Fund within one year, and it is hereby declared to be the policy of the Issuer that the governing body will annually review the current requirements and resources of each Special Fund, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter 40-40, North Dakota Century Code, to the end that provisions may be made in each annual budget for any deficiency in said applicable Funds which is deemed likely to occur within the then next succeeding year. Any taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Special Fund and applied as provided in paragraph 2(b) hereof.

8. Refunding. With respect to the Special Funds, the Issuer reserves the right and privilege of refunding any warrants drawn against any of the Special Funds and refunding improvement bonds payable from such warrants which are past due, or which are redeemable at the option of the Issuer, or to the redemption or exchange of which the holder thereof shall have consented, and for the payment of which Warrants moneys are not at the time available in said fund, by issuing new warrants pursuant to the provisions of § 40-27-06, North Dakota Century Code. Such refunding warrant shall be payable from the applicable Special Funds on a parity with the Warrants previously issued as to interest charges, provided, however, the principal maturities of such refunding warrant shall be subsequent to the maturities of all Warrants payable from such Special Fund and then outstanding, except the warrants so refunded.

With respect to the Special Funds, the Issuer also reserves the right to issue additional warrants and refunding improvement bonds for the payment of the cost of the improvement in said districts if the actual cost of said improvement should be greater than has been estimated, such additional warrants to be payable from said fund on a parity with other warrants drawn on said funds.

9. Certification of Proceedings. The officers of this Issuer and the County Auditor of Cass County are authorized and directed to prepare and furnish to the purchaser of said warrants and to Dorsey & Whitney LLP, Bond Counsel to the Issuer, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of said improvement and the operation and maintenance thereof, and the levy of special assessments and

taxes therefore or the issuance of said improvement warrants, which may be necessary or proper to show the validity or marketability of said warrants, and all instruments and transcripts so furnished, constitute representations of the Issuer as to the correctness of the facts as stated or recited therein.

Mayor

Attest:

City Auditor

COMMISSIONER _____ introduced the preceding resolution and moved its adoption. 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 this 13th day of October, 2025.

Attachment A

**LIST OF IMPROVEMENT DISTRICTS WITH ESTIMATED BOND PROCEEDS
PRINCIPAL AMOUNTS, ESTIMATED ASSESSMENTS, AND LEVY TERMS, AMOUNTS,
AND PAYMENT YEARS FOR EACH**

Project Number	Designation	Estimated Bond Proceeds/Principal Amount of Assessments	Year Filed	Levy Term	Amounts and Payment Years
BN-23-F	Utilities and Paving New	13,327,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BN-24-B	Utilities and Paving New	12,080,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BN-25-E	Utilities and Paving New	7,839,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-23-G	Paving and Utility Rehab/Reconstruction	7,074,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-A	Utilities and Paving Repl/Rehab	737,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-B	Utilities and Paving Repl/Rehab	429,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-C	Utilities and Paving Repl/Rehab	716,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-E	Utilities and Paving Repl/Rehab	685,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-F	Utilities and Paving Repl/Rehab	748,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-G	Utilities and Paving Repl/Rehab	461,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
BR-25-H	Utilities and Paving Repl/Rehab	282,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
NR-24-C	Lift Station Repl/Rehab	565,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
PN-25-A	Paving New	2,351,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
PR-25-C	Paving Repl/Rehab	258,000.00	2026	15 Years	Equal Principal and Interest Payments in each of the years 2027 through 2041
PR-25-E	Paving Repl/Rehab	1,142,000.00	2026	15 Years	Equal Principal and Interest Payments in each of the years 2027 through 2041

PR-25-F	Paving Repl/Rehab	3,023,000.00	2026	25 Years	Equal Principal and Interest Payments in each of the years 2027 through 2051
PR-25-H	Paving Repl/Rehab	1,127,000.00	2026	15 Years	Equal Principal and Interest Payments in each of the years 2027 through 2041
SR-25-A	Sidewalk/Path Repl/Rehab	802,025.00	2026	20 Years	Equal Principal and Interest Payments in each of the years 2027 through 2046
SR-25-B	Sidewalk/Path Repl/Rehab	583,189.00	2026	20 Years	Equal Principal and Interest Payments in each of the years 2027 through 2046
For 15-Year Assessments filed in 2026, \$2,527,000 in par amount of assessments totaling approximately \$3,627,398 in revenues are anticipated to be collected in the approximate amount of \$241,827 yearly in the years 2027 through 2041.					
For 20-Year Assessments filed in 2026, \$1,385,214 in par amount of assessments totaling approximately \$2,225,350 in revenues are anticipated to be collected in the approximate amount of \$111,268 yearly in the years 2027 through 2046.					
For 25-Year Assessments filed in 2026, \$50,317,000 in par amount of assessments totaling approximately \$89,964,455 in revenues are anticipated to be collected in the approximate amount of \$3,598,578 yearly in the years in the years 2027 through 2051.					

Attachment B

FORM OF WARRANT

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

IMPROVEMENT WARRANT, SERIES 2025D
IMPROVEMENT DISTRICT NO. _____

R-[]

INTEREST RATE

[]%

DATE OF ORIGINAL ISSUE

_____, 2025

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota, (the "Issuer") acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount of \$ _____ in annual installments on May 1 in each of the years 20_ through 20_ but only from its _____ Fund, with interest thereon from the date hereof at the annual rate specified above, such interest payable on May 1 and November 1 in each year, commencing November 1, 2026, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable at the office of the City Auditor of the Issuer, in Fargo, North Dakota, in any coin or currency of the United States of America which on the respective dates of payment is legal tender for public and private debts.

This warrant is issued for the purpose of financing a portion of the cost of a necessary improvement benefiting the above-named District of the Issuer, and is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota thereunto enabling, including Chapters 40-22 to 40-28 and Chapter 40-49 of the North Dakota Century Code, and amendatory and supplemental laws, and in anticipation of the collection of special assessments levied or to be levied and collected to pay for said improvement, which moneys are to be appropriated to the account and fund referred to above.

This warrant is subject to redemption and prepayment at the option of the Issuer at any time, at a price equal to the principal amount hereof and accrued interest, for the sole purpose of refunding the entire issue by the issuance of refunding improvement bonds of the Issuer pursuant to Chapter 40-27, North Dakota Century Code.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to and in the valid issuance of this warrant have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that this warrant is duly issued to pay costs incurred and to be incurred in the making of a necessary improvement of special benefit to the above-named Improvement District, in anticipation of the collection of special assessments to be duly levied upon properties within said district, and of taxes to the extent determined by the governing body, which are irrevocably appropriated to the fund of the district in amounts sufficient to pay when due the principal of and interest on all warrants drawn thereon; that if the fund should at any time be insufficient to pay principal or interest due, the Issuer is also required by law to levy a tax upon all of the taxable property within its corporate limits for the payment of such deficiency, without limitation of rate or amount; and that the issuance of this warrant did not cause the special or general indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF the City of Fargo, North Dakota, by its governing body has caused this warrant to be executed in its behalf by the signature of the Mayor and countersigned by the City Auditor, and sealed with its official seal.

Mayor

Countersigned:

City Auditor

(S E A L)

REGISTRATION

The City of Fargo, North Dakota, has registered the ownership of the within warrant, and of the interest payable thereon, on the books of the City maintained by its City Auditor at Fargo, North Dakota, in the name of the following owner:

City of Fargo, in trust for the owners of its Refunding Improvement Bonds, Series 2025D.

Dated as of the ____ day of December, 2025.

City Auditor

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION CREATING THE FUNDS OF IMPROVEMENT DISTRICTS, PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF SAID FUNDS, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$58,000,000 IMPROVEMENT WARRANTS (SERIES 2025D) THEREON adopted by the governing body of the City of Fargo at the meeting held on October 13, 2025, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this ____ day of _____, 2025.

City Auditor

(S E A L)

4935-2833-8024\3



24

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: October 27, 2025

Due to lack of agenda items, FAHR did not meet on October 20th; however, we are providing the September General Fund financial report, a contract amendment, a contract award, and three grant requests for your consideration. The FAHR team endorses the requests.

Receive & File: General Fund – YTD September 2024 Budget to Actual
General fund – 3QYE Projections

Action Needed: Admin/Finance - Northland Hospitality Lease Second Amendment
Library – WSI Grant Acceptance
Health – Grant Funded Position – Licensed Addiction Counselor
Health – Grant Funded Position – Enrollment Specialist

Assessors – Award CAMA Contract to Catalis*

**Discussed and endorsed at October 7th FAHR meeting*

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - September 30, 2025
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 47,591	\$ 46,870	\$ (721)
2 Licenses & Permits	5,602	4,046	(1,556)
3 Intergovernmental Revenue	18,454	16,985	(1,469)
4 Charges for Services	12,580	12,066	(513)
5 Fines & Traffic Tickets	1,233	1,334	101
6 Interest	5,625	6,689	1,064
7 Miscellaneous Revenue	504	724	219
8 Transfers In	14,165	14,251	86
Total Revenues	\$ 105,754	\$ 102,965	\$ (2,789)
EXPENDITURES:			
9 General Government	\$ 22,215	\$ 21,174	\$ 1,040
10 Public Safety	41,776	40,140	1,636
11 Public Works	11,535	11,146	389
12 Health & Welfare	11,392	10,917	474
13 Culture & Recreation	4,248	4,052	197
14 Economic Development	104	491	(388)
15 General Support	1,205	1,166	38
16 Capital Outlay	104	113	(10)
17 Operating Transfers	8,013	7,614	399
18 Contingency (Salary Savings)	(938)	14	(951)
Total Expenditures	\$ 99,654	\$ 96,827	\$ 2,827
Revenue Over (Under) Expenditures	\$ 6,100	\$ 6,138	\$ 38

- 2** Building Permit revenue below budget; Timing with Health License renewals.
- 3** Highway Funds below budget.
- 10** Lower FT labor for Police & Fire.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.

City of Fargo, North Dakota
General Fund - 2025 Year End Projections
 As of September 30, 2025
 Amounts shown in thousands

	YTD 2025 Actual	Remaining 2025 Estimates	YE 2025 Projections
REVENUES:			
1 Taxes	\$ 46,870	\$ 6,170	\$ 53,040
2 Licenses & Permits	4,046	2,328	6,374
3 Intergovernmental Revenue	16,985	11,493	28,478
4 Charges for Services	12,066	4,488	16,554
5 Fines & Traffic Tickets	1,334	424	1,758
6 Interest	6,689	1,048	7,737
7 Miscellaneous Revenue	724	(21)	703
7A 2025: Land Sale Proceeds		5,500	5,500
8 Transfers In	13,381	4,209	17,590
8A New: Transfers In PSST	870	630	1,500
Total Revenues	\$ 102,965	\$ 36,268	\$ 139,233
EXPENDITURES:			
9 General Government	\$ 21,174	\$ 7,808	\$ 28,982
10 Public Safety	40,140	16,610	56,750
11 Public Works	11,146	4,503	15,649
12 Health & Welfare	10,917	4,627	15,544
13 Culture & Recreation	4,052	1,775	5,827
14 Economic Development	491	(287)	204
15 General Support	1,166	345	1,511
16 Capital Outlay	113	35	148
17 Operating Transfers	7,614	1,492	9,106
18 Contingency (Salary Savings)	14	(4)	10
Total Expenditures	\$ 96,827	\$ 36,903	\$ 133,730
Revenue Over (Under) Expenditures	\$ 6,138	\$ (635)	\$ 5,503

- 1** Franchise Fees - trending below budget.
- 2** Building Permits - trending below budget.
- 3** Reduction in Highway Funds as per legislation.
- 4** Additional CIP Admin/Eng Fees due to timing and additional projects.
- 7A** Anticipated proceeds of Solid Waste Land (net of 1.2M to Solid Waste for replacement land).
- 8A** Transfer In of Public Safety Sales Tax to cover approved 2025 related Expenses. (Net \$0)
- 9-13** Anticipated salary savings reflected within department group, not contingency.
- 10** Includes approved 2025 Public Safety Sales Tax expenses - offset with Transfer In. (Net \$0)
- 18** Anticipated salary savings reflected within department group, not contingency.



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: Northland Hospitality – Second Lease Amendment

DATE: October 27, 2025

Attached for your review and consideration, please find the Second Amendment to Lease Agreement with Northland Hospitality, LLC. The twenty-five year Agreement provides staff parking, city-vehicle parking, and customer parking for City Hall, with a fixed rental for contract years 1-5; contract years 6-25 are to be negotiated with a not-to-exceed increase of two percent per year.

Original Agreement

Years 1-5 \$380,000/yr (\$31,667/month): Nov 2019 - Oct 2024

Second Lease Agreement:

Year 6	\$387,600/yr (\$32,300/month)	Nov 2024 – Oct 2025*
Year 7	\$395,352/yr (\$32,946/month):	Nov 2025 - Oct 2026*
Year 8	\$403,259/yr (\$33,605/month):	Nov 2026 - Oct 2027

*Incremental Payments in Arrears: Amount due = \$8,879

Suggested Motion:

Approve the Second Lease Amendment with Northland Hospitality LLC as presented, related budget adjustment, and with arrearage payment of \$8,879.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") is made and entered into this _____ day of September 2025, between **Northland Hospitality, LLC**, a North Dakota limited liability company, whose post office address is 404 4th Avenue North, Suite 201, Fargo, North Dakota 58102 ("Landlord") and the **City of Fargo**, a North Dakota municipal corporation, whose post office address is 225 4th Street N., Fargo, North Dakota 58102 ("Tenant").

RECITALS

WHEREAS, on May 8, 2017, Landlord and Tenant executed the Lease Agreement (the "Lease") in which Landlord leased and rented to Tenant an outdoor parking area of approximately 111 parking spots and indoor parking area which includes approximately 110 parking spaces.

WHEREAS, Section 5 of the Lease sets forth an annual rent for the first five years of the term of the Lease and provides that the parties shall negotiate an increase to the annual base rent thereafter. The Lease provides the annual base rent shall not increase by more than 2.0% over the annual base rent for the preceding lease year.

WHEREAS, Section 2 of the Lease provides the term shall be for a period of twenty-five years commencing on June 30, 2018, or upon completion of the Landlord Work (as defined in the Lease), whichever occurs first.

WHEREAS, on January 13, 2020, Landlord and Tenant entered into an Amendment to Lease Agreement (the "Amendment") which, among other things, deleted and replaced Section 2 (TERM) of the Lease. The Amendment provided a new Section 2 which specified the term of the Lease shall be for a period of twenty-five (25) years commencing on November 18, 2019.

WHEREAS, Landlord and Tenant have negotiated an increase to the annual base rent to commence in year six of the Lease and desire to memorialize the increase to the annual rent for years six, seven and eight (November 18, 2024 – November 17, 2027) of the Lease.

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

1. Section 5 of the Lease is hereby amended to add the following subsection:
 - C. For lease years six through eight of the term of the Lease, the annual rent shall be:

Year 6 (11/18/2024 – 11/17/2025) -	\$387,600 per year
Year 7 (11/18/2025 – 11/17/2026) -	\$395,352 per year
Year 8 (11/18/2026 – 11/18/2027) -	\$403,259 per year

Landlord and Tenant agree that the annual base rent for lease years six through eight of the Lease shall be paid in monthly installments which shall be due and paid on or before the first of each month.

In lease year nine (9) and every lease year thereafter, the Landlord and Tenant shall negotiate the increase in the annual base rent as provided in Section 5(B) of the Lease.

2. Any capitalized terms used in this Second Amendment shall be given the meaning ascribed to such terms in the Lease or the Amendment, as applicable.
3. Except as specifically amended herein, the terms and conditions of the Lease and the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment the day and year first above written.

[Remainder of page intentionally left blank]

[Signature page of Landlord]

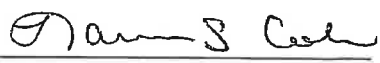
LANDLORD:

Northland Hospitality, LLC

By: 
Kevin J. Hall, President

Connecticut
STATE OF ~~NORTH DAKOTA~~)
Fairfield) ss. Newtown
COUNTY OF ~~CASS~~)

The foregoing instrument was executed before me this 21 day of October, 2025, by Kevin J. Hall, the President of Northland Hospitality, LLC, for and on behalf of the company.


Notary Public
~~Cass County, North Dakota~~
My commission expires: _____

LAURA S. COLE
NOTARY PUBLIC
My Commission Expires Mar. 31, 2028

[Signature page of Tenant]

TENANT:

City of Fargo

By: _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2025, before me 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, a municipal corporation, described in and that executed the within the foregoing instrument, and acknowledged that said municipal corporation executed the same.

Notary Public
Cass County, North Dakota
My commission expires: _____

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: Finance/Admin

REQUESTED BY: Susan Thompson

PROJECT NUMBER : _____

DATE PREPARED: 10/23/2025

DESCRIPTION OF REQUEST:

Adjust 2025 budget for new Northland Hospitality lease

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
			= \$ -
			= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
460-3530-510.44-10 Lease/Rent	\$ 380,000	\$ 10,159	= \$ 390,159
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

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#

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.

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DEPARTMENT: Finance/Admin

REQUESTED BY: Susan Thompson

PROJECT NUMBER : _____

DATE PREPARED: 10/23/2025

DESCRIPTION OF REQUEST: Adjust 2026 budget for new Northland Hospitality lease

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
			= \$ -
			= \$ -
		+	= \$ -
		+	= \$ -
		TOTAL REVENUE ADJUSTMENTS: \$	-

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
460-3530-510.44-10 Lease/Rent	\$ -	\$ 396,670	= \$ 396,670
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		TOTAL EXPENSE ADJUSTMENTS: \$	-

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#	



October 27, 2025

To: City Commission

From: Timothy S. Dirks, MLIS, MPA
Director
Fargo Public Library

A handwritten signature in black ink, appearing to be "TD", is written over the printed name of Timothy S. Dirks.

The Fargo Public Library in conjunction with the City's Safety & Wellness manager and Fargo Ergonomics conducted an ergonomic evaluation of library staff workflows. The evaluation identified the need for additional equipment to assist staff and reduce the impacts of high-volume workflows. The City's Safety & Wellness manager applied to North Dakota Workforce Safety & Insurance (WSI) for a grant to support the purchase of the equipment identified. WSI has approved a grant total of \$10,089.95. The cost to the library is \$2,522.50 plus the cost of shipping.

Cost to Library is included in the 2025 budget.

Recommended motion:

Approve the acceptance of the WSI grant of \$10,089.95 for the purchase of equipment to reduce the impacts of workflows on library staff.

Attachments:

WSI Grant Approval Letter
WSI Equipment List
Budget Adjustment L12501



North Dakota Workforce
Safety & Insurance

Art Thompson
Director

Ryan Slapnicka
Fargo City Of
225 4th St North
Fargo ND 58102

October 15, 2025

**Account
Information**

Employer account number: 111468
Grant award number: 61713

**Reason
For Letter**

Workforce Safety & Insurance (WSI) is pleased to award Fargo City Of a grant under the Ergonomic Grant Program for \$10,089.95. WSI assigned Grant award number 61713 for the application received on 09/29/2025. Include this number on all correspondence with WSI.

Following are the approved items: mobile lift table; adjustable laptop holder; standard duty spring kit - book return bin; adjustable height desk model #h-7599; global industrial lift table; rolling step ladder; lower-level rolling stool; utility cart. WSI has denied the storage tubs and tote bags as there is minimal ergonomic benefit.

Required Action

The Ergonomic Grant Program Agreement (LC2) outlines the terms and conditions of accepting our grant. The agreement will require acknowledgement in myWSI.

**Additional
Information**

WSI will provide a message once both parties have acknowledged the executed agreement, purchases can then be made for the approved items. Any equipment ordered, funds expended, or invoices dated prior to the assessment date, are not eligible for reimbursement.

**For More
Information**

Contact me at elizjohnson@nd.gov or 701-328-3868 with questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elizabeth Johnson", is written in dark ink.

Elizabeth Johnson
Grant Program Specialist

LC901

description	Quantity	Cost per item	Total
Adjustable Height Desk Model #H-7599	5	\$750.00	\$3,750.00
Adjustable Laptop Holder	5	\$59.99	\$299.95
Greppa Industrial Lift Table	1	\$395.95	\$395.95
Industrial Storage Tubs 10 packs - Used to transport books	0	\$0.00	\$0.00
Lower-Level Rolling Stool	2	\$84.99	\$169.98
Mobile Lift Table	3	\$938.46	\$2,815.38
Rolling Step Ladder	4	\$452.00	\$1,808.00
Standard Duty Spring Kit Book Return Bin	36	\$109.00	\$3,924.00
Utility Cart	2	\$145.00	\$290.00
Zippered Tote Bags (size La- Used to transfer books offsite	0	\$0.00	\$0.00

Row no. 1 to 10 of 10 entries

BUDGET ADJUSTMENT REQUEST

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DEPARTMENT: HR/LIBRARY

REQUESTED BY: _____

PROJECT NUMBER : LJ2501

DATE PREPARED: _____

DESCRIPTION OF REQUEST:

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

BUDGET ADJUSTMENT FOR 101-0000-334.10-90
AWARDED TO CITY OF FARGO BY 101-0000-334.10-90

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-334.10-90	\$ -	\$ 10,090	= \$ 10,090
			= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 10,090	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-70XX-463.61-40		\$ 10,090	= \$ 10,090
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

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# _____



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

FARGO CASS PUBLIC HEALTH

ADMINISTRATION

1240 25th Street South

Fargo, ND 58103-2367

Phone 701.241.1360

FargoCassPublicHealth.com

M E M O R A N D U M

TO: FARGO CITY COMMISSION – OCTOBER 27, 2025 AGENDA

DATE: OCTOBER 16, 2025

**RE: NEW POSITION OF LICENSED ADDICTION COUNSELOR (LAC)
FUNDED THROUGH: OPIOID RESETTLEMENT FUNDS
SUPERVISOR: HARM REDUCTION DIRECTOR – JAN
ELIASSEN**

Attached please see the job description for a new position at Fargo Cass Public Health for a Licensed Addiction Counselor and the budget adjustments for 2025 and 2026. This position is funded through Opioid Resettlement Funds and will not use any City of Fargo general funds. The balance of these funds has been forecasted to last another seven years.

This position will be a Temp Full time position.

Thank you for your consideration, if you have any questions, please contact me at 241.1380.

SUGGESTED MOTION:

Approve the new Licensed Addiction Counselor position for Fargo Cass Public Health and related budget adjustment.

Attachment: JF/ILs

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.

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DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul PROJECT NUMBER: HE143

DATE PREPARED: 10/2/25 FOR 2026 BUDGET

DESCRIPTION OF REQUEST: Requesting addition of Temporary Full Time position of Licensed Addiction Counselor to Fargo Cass Public Health. The position is funded out of Opioid Reentry funds

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-391-20-03	\$ 80,000	\$ 96,216	\$ 176,216
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 96,216	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6013-451-14-00	\$ -	\$ 76,076	\$ 12,688
101-6013-451-20-01	\$ -	\$ 7,628	\$ 1,374
101-6013-451-20-03	\$ -	\$ 607	\$ 607
101-6013-451-21-01	\$ -	\$ 4,716	\$ 4,716
101-6013-451-21-02	\$ -	\$ 1,103	\$ 1,103
101-6013-451-22-01	\$ -	\$ 6,086	\$ 6,086
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 96,216	

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#	

BUDGET ADJUSTMENT REQUEST

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

DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul PROJECT NUMBER : HE143

DATE PREPARED: _____

DESCRIPTION OF REQUEST: Requesting addition of Temporary Full Time position of Licensed Addiction Counselor to Fargo Cass Public Health. The position is funded out of Opioid Resettlement funds.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-391-20-03	\$ 55,000	\$ 16,099	\$ 71,099
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 16,099	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6013-451-14-00	\$ -	\$ 12,688	\$ 12,688
101-6013-451-20-01	\$ -	\$ 1,374	\$ 1,374
101-6013-451-20-03	\$ -	\$ 51	\$ 51
101-6013-451-21-01	\$ -	\$ 787	\$ 787
101-6013-451-21-02	\$ -	\$ 184	\$ 184
101-6013-451-22-01	\$ -	\$ 1,015	\$ 1,015
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 16,099	

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#	_____

JOB CLASS DESCRIPTION

Page 1 of 4



Job Class: Licensed Addiction Counselor
Department: Harm Reduction
Supervisor: Program Coordinator, WMU
FLSA Status: Exempt
Grade:14
Draft Date: July 29, 2025
Prepared by: Taylor Hort

Job Summary:

Under direction, provide individual and group counseling sessions to clients and facilitate skills-based therapy as well as evidence-based programming within the Fargo Cass Public Health Withdrawal Management Unit and affiliated programs.

Respond to mental health crises and emergencies within the Withdrawal Management Unit and affiliated programs, which may occasionally be provided on an on-call basis outside normal working hours, as needed. This position will also include assertive street outreach to connect with individuals experiencing homelessness in locations like streets, parks, abandoned buildings, encampments, or vehicles.

Provide clinical oversight and guidance to the Withdrawal Management Unit and work closely with the Program Coordinator in the development of clinical policies and protocols based on best practices and licensing standards set forth by the North Dakota Health and Human Services Administrative Code, the American Society of Addiction Medicine (ASAM), and the National Association of Alcoholism and Drug Abuse Counselors (NAADAC).

Manage client cases by coordinating referrals and support services and develop and implement individualized treatment plans.

The position also involves conducting substance use disorder assessments and determining appropriate ASAM levels of care.

Additionally, you will be responsible for maintaining accurate, timely, and compliant documentation and ensuring that all client records meet licensure standards for substance abuse treatment programs.

****This position is funded by Opioid Resettlement funds and is secured through the time these funds remain available. ****

Scope of Responsibility:

Responsible for the quality and accuracy of his or her own work. Complies with current licensure standards, and scope of practice set forth by the North Dakota Board of Addiction Counseling Examiners. Work is performed independently under the general supervision of the Withdrawal Management Unit Program Coordinator.

Provides clinical direction and oversight to Harm Reduction Advocates working directly within the Fargo Cass Public Health Withdrawal Management Unit, other Harm Reduction staff, and students.

Essential Duties and Responsibilities

JOB CLASS DESCRIPTION

1. Communicates courteously and professionally and maintains working relationships with others in carrying out job functions.
 - 1.1 Frequently interacts with others in the work unit, the public, vendors or across departments to exchange detailed and/or technical information;
 - 1.2 Interaction with the public, vendors/ community partners or across departments occasionally includes negotiations involving convincing the other party to do something to achieve a basic work related objective;
1. Provides Client Counseling and Therapy
 - 1.1 Conduct individual counseling sessions to address client needs within the Withdrawal Management Unit and affiliated programs.
 - 1.2 Facilitate group counseling sessions to support peer interaction and shared learning.
 - 1.3 Deliver skills-based therapy interventions aligned with client treatment goals.
 - 1.4 Implement evidence-based programming to address substance use disorders and related challenges.
2. Crisis Response & Emergency Support
 - 2.1 Respond to mental health crises and emergencies within program settings.
 - 2.2 Provide on-call support outside normal working hours as needed.
3. Assertive Street Outreach
 - 3.1 Engage in street outreach to connect with individuals experiencing homelessness.
 - 3.2 Locate and engage clients in non-traditional settings (e.g., parks, encampments, vehicles).
4. Clinical Oversight & Program Development
 - 4.1 Provide clinical guidance and oversight to the Withdrawal Management Unit to ensure quality care
 - 4.2 Collaborate with the Program Coordinator to develop clinical policies, protocols, and procedures.
 - 4.3 Ensure compliance with licensing standards (ND HHS, ASAM, and NAADAC) and best practices.
5. Case Management & Treatment Planning
 - 5.1 Manage client cases by coordinating referrals to internal and external support services.
 - 5.2 Develop individualized treatment plans tailored to client needs and goals.
 - 5.3 Monitor and adjust treatment plans based on client progress and evolving needs.
6. Substance Use Disorder Assessments
 - 6.1 Conduct comprehensive substance use disorder evaluations and assessments.
 - 6.2 Determine appropriate ASAM levels of care for clients.
7. Documentation & Compliance
 - 7.1 Maintain accurate, timely, and detailed client records.
 - 7.2 Ensure all documentation meets licensure standards for substance abuse treatment programs.
8. Serves as local or state representative on various committees as necessary or requested.
9. Performs other duties and activities as assigned.
10. Performs all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices.
 1. Knows and follows department and city rules as well as sound work and safety practices in order to accomplish the job objectives and avoid injury or loss;
 2. Wears proper protective equipment when policy requires or conditions indicate a need exists and utilizes proper body mechanics and ergonomics while performing work;

3. When potentially unsafe conditions are observed makes efforts to avoid or correct them if they are controllable and draws them to the attention of the responsible supervisor or safety representative in a timely manner.
- 11.

Minimum Qualifications:

Requires a bachelor's degree in Addiction Counseling, Addiction Studies, Social Work, Counseling or Psychology, AND current licensure as an Addiction Counselor by the North Dakota Board of Addiction Counseling Examiners (NDBACE) and a minimum of 2 years of experience as a Licensed Addiction Counselor required.

Knowledge, skills, and abilities:

- Knowledge of public health-centered interventions, tertiary prevention, evidence-based housing initiatives, and Trauma-Informed and healing-centered philosophies and principles.
- The ability to actively seek out individuals experiencing homelessness in locations like streets, parks, abandoned buildings, encampments, or vehicles.
- Ability to prioritize building relationships and trust, recognizing that it can take time for individuals to feel comfortable accepting help and engaging in recovery.
- Ability to provide tailored services to meet individual needs, preferences, and goals.
- The ability to develop rapport and trust before focusing on long-term goals, and respecting individual choice and self-determination.
- Ability to work closely with partners, including law enforcement, healthcare providers, and community organizations to coordinate resources for a smooth pathway to housing and recovery.
- The ability to align with evidence-based housing principles, aiming to connect people directly to stable housing as a primary step, without imposing preconditions like sobriety or treatment completion.
- Adherence to the NAADAC Code of Ethics, upholding ethical principles such as client welfare, confidentiality, and professional integrity in all aspects within scope of work.
- Proficient in both independent and collaborative work environments, with strong interpersonal skills to manage diverse perspectives and foster team unity toward a shared mission, goals, and responsibility.

Physical Demands & Working Conditions:

Medium Work: Most work is performed in the Withdrawal Management Unit (55%) and other programs within other affiliated programs, including the Gladys Ray Shelter, Street Outreach, Syringe Services Programs and the Downtown Engagement Center (45%) Work will generally be performed in a normal office environment. Work is generally light with considerable variety. Daily work will involve moving between buildings and rooms, and within community to meet with stakeholders and partners (10%). Regular driving is required to attend meetings. The job may involve dealing with and calming individuals who are emotionally charged over an issue. There is considerable attention to detail and deadlines.

The job involves activities related to crisis prevention and intervention. Frequently there is a requirement to actively participate in day-to-day maintenance activities. There may be intermittent exposure to disagreeable working conditions associated with guest or client behavior, illness or hygiene. This job includes primarily working Monday through Friday, during the day and evening

hours. However, there may be times when it is required to work outside these normal working hours of work.

Activities include stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, digital dexterity, grasping, feeling, talking, and hearing/listening, seeing/observing, repetitive motions. Medium Work: Physical demands are normally those associated with medium work:

Exerting up to 50 pounds of force occasionally, up to 20 pounds of force frequently, and/or 10 pounds of force frequently or constantly. The job may require dealing with individuals who are emotionally charged.

There is regular exposure to potential hazards such as body fluids, contagious diseases and environmental hazards.

Agency Summary:

Fargo Cass Public Health strives to provide the Essential Public Health Services to achieve equity and actively promote policies, systems, and overall community conditions that enable optimal health for all and seek to remove systemic and structural barriers that have resulted in health inequities.

Such barriers include poverty, racism, gender discrimination, ableism, and other forms of oppression. Everyone should have a fair and just opportunity to achieve optimal health and wellbeing.

Fargo Cass Public Health is a politically neutral organization focused on evidence-based and fundamental public health practices that reflect the mission of Public Health to prevent, promote, and protect. Staff of Public Health are expected to represent these principles and be advocates of public health practices within the community and state.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Administrator retains the discretion to add duties or change the duties of this position at any time.



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

FARGO CASS PUBLIC HEALTH

ADMINISTRATION

1240 25th Street South

Fargo, ND 58103-2367

Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: FARGO CITY COMMISSION – OCTOBER 27, 2025 AGENDA

DATE: OCTOBER 16, 2025

**RE: NEW POSITION OF ENROLLMENT SPECIALIST –
SUPERVISED BY MELISSA PERALA**

Attached please see the job description for a new position at Fargo Cass Public Health for an Enrollment Specialist and the budget adjustments for 2025 and 2026. This position is funded through the State of North Dakota Workforce Grant and will not use any City of Fargo general funds. The funds are due to run out on November 30, 2027.

This will be a Temp Part-Time 20-29 categorized as a T2 position.

Thank you for your consideration, if you have any questions, please contact me at 241.1380.

SUGGESTED MOTION:

Approve the new Enrollment Specialist position for Fargo Cass Public Health and related budget adjustments.

Attachment: JF/lls

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.

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DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul PROJECT NUMBER : HE157

DATE PREPARED: 10/16/2025 for 2026

DESCRIPTION OF REQUEST: Requesting addition of Temporary Part Time 20-29 hours Enrollment Specialist. This position will be funded with the Public Health Workforce Grant. This funding ends 11/30/2027.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331-12-71 no adjustment needed as already budgeted.			\$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6010-451-14-00	\$ 62,197	+ \$ 28,600	\$ 90,797
101-6010-451-21-01	\$ 36,732	\$ 1,773	\$ 38,505
101-6010-451-21-02	\$ 8,830	\$ 415	\$ 9,245
	\$ -	+	
	\$ -	+	
	\$ -	+	
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 30,788	

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#	

BUDGET ADJUSTMENT REQUEST

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DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul PROJECT NUMBER : HE157

DATE PREPARED: 10/16/2025

DESCRIPTION OF REQUEST: Requesting addition of Temporary Part Time 20-29 hours Enrollment Specialist. This position will be funded with the Public Health Workforce Grant. This funding ends 11/30/2027.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331-12-71	\$ 75,000	\$ 3,553	\$ 78,553
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 3,553	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6010-451-14-00	\$ 62,197	+ \$ 3,300	\$ 65,497
101-6010-451-21-01	\$ 36,732	\$ 205	\$ 36,937
101-6010-451-21-02	\$ 8,830	\$ 48	\$ 8,878
	\$ -	+	
	\$ -	+	
	\$ -	+	
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 3,553	

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#	

JOB CLASS DESCRIPTION



Job Class: Enrollment Specialist
Department: Fargo Cass Public Health
Supervisor: Public Health Accountant
FLSA Status: Non-exempt
Grade: T99
Draft Date: September 4, 2025
Prepared by: Jenn Faul, Director FCPH

Job Summary:

The Enrollment Specialist will educate and assist clients on their potential eligibility, how to enroll in various assistance and insurance programs, and be an advocate for Fargo Cass Public Health.

Scope of Responsibility:

Responsible for the quality and accuracy of his or her own work. Complies with current certification expectations, standards, and scope of practice set forth by the North Dakota Navigators program. Work is performed independently under the general supervision of the Finance Director at FCPH.

Essential Duties and Responsibilities

- Work with FCPH clients to verify insurance coverage.
- Be knowledgeable of the rules and regulations for various assistance and insurance programs to educate and enroll clients.
- Provide on-going assistance and education to clients as needed.
- Assist clients with submitting North Dakota Medicaid applications.
- Assist clients needing help with Marketplace (healthcare.gov) applications.
- Assist clients with Sliding Fee Scale applications.
- Reach out to clients who have NDMA PCPs that are not Fargo Cass Public Health providers and assist with updating their PCP.
- Research insurance eligibility for self-pay and sliding fee scale clients.
- Help clients follow up on the status of their applications.
- Communicate and answer questions with staff and clients efficiently and professionally either in person, over the phone, or electronically.
- Accurate and timely documentation and reporting of enrollment outcomes.
- Support the organization as needed.
- Communicates courteously and professionally and maintains working relationships with others in carrying out job functions.
 - Frequently interacts with others in the work unit, the public, vendors or across departments to exchange detailed and/or technical information;
 - Interaction with the public, vendors/ community partners or across departments occasionally includes negotiations involving convincing the other party to do something to achieve a basic work related objective;
- Performs all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices.
 - Knows and follows department and city rules as well as sound work and safety practices in order to accomplish the job objectives and avoid injury or loss;

- Wears proper protective equipment when policy requires or conditions indicate a need exists and utilizes proper body mechanics and ergonomics while performing work;

When potentially unsafe conditions are observed makes efforts to avoid or correct them if they are controllable and draws them to the attention of the responsible supervisor or safety representative in a timely manner

Minimum Qualifications:

- Bachelor's degree in human service-related field preferred.
- Previous customer/client service experience preferred.
- Previous experience assisting consumers with federal, state or local assistance programs preferred.
- Previous experience with Electronic Medical Records and/or scheduling & scanning documents preferred.
- Ability to become certified as a North Dakota Navigator.

Knowledge, skills, and abilities:

- Ability to effectively communicate FCPH mission/vision/values.
- Effective professional written and verbal communication and interpersonal skills; strong customer service skills.
- Exceptional attention to detail, organization, and time management skills.
- Ability to self-start, work independently, and work as part of a team.
- Ability to maintain confidentiality.
- High adaptability and flexibility. Able to switch priorities as needed.
- Ability to work independently and make decisions in accordance with established policies and regulations.
- Demonstrate passion for and commitment to FCPH's mission and its importance to the community.
- Culturally competent and exhibit cultural sensitivity.
- Proficient use of various computer applications

Physical Demands & Working Conditions:

Light Work:

Activities include stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, digital dexterity, grasping, feeling, talking, and hearing/listening, seeing/observing, repetitive motions. Medium Work: Physical demands are normally those associated with medium work:

Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary to light work involves sitting approximately 75% of the time. Also, it involves exerting up to 25 pounds of force intermittently or up to 50 pounds of force infrequently.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Agency Summary:

Fargo Cass Public Health strives to provide the Essential Public Health Services to achieve equity and actively promote policies, systems, and overall community conditions that enable optimal health for all and seek to remove systemic and structural barriers that have resulted in health inequities.

Such barriers include poverty, racism, gender discrimination, ableism, and other forms of oppression. Everyone should have a fair and just opportunity to achieve optimal health and wellbeing.

Fargo Cass Public Health is a politically neutral organization focused on evidence-based and fundamental public health practices that reflect the mission of Public Health to prevent, promote, and protect. Staff of Public Health are expected to represent these principles and be advocates of public health practices within the community and stakeholders.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Administrator retains the discretion to add duties or change the duties of this position at any time.



ASSESSOR'S OFFICE
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

Memorandum

October 2, 2025

To: **City of Fargo Board of Commissioners**
From: Michael Splonskowski, Assessor
Re: Computer Assisted Mass Appraisal (CAMA) system replacement (RFP25088)

The City of Fargo Assessor office has undertaken seeking a replacement for its CAMA software, which is our main database. In view of this, we met with all departments that use data from the CAMA system to see the level of interest in obtaining a new system, usage of the current system, and any questions and concerns about changing systems. There was unanimous interest in seeking a new system.

We prepared and published an RFP in March 2025 for a new CAMA system. Five proposals were received from various companies. We reviewed and vetted the proposals and chose two of them for closer review and asked for onsite demonstrations. The two companies, Catalis and DEVNET, were very competitive in their offering and fulfilled the demands of the RFP most completely. We chose a five-person team to view the demonstrations and be involved in the decision-making process. The team included Susan Thompson, Ron Gronneberg, Mark Williams, James Haley, and Michael Splonskowski, along with different members from the IS Department guide us.

The demonstrations showed that both systems would work well for our needs. We had several questions about various functions of the systems and had a second hour-long demonstration to answer these. IS employees suggested that we request a chance to use the software ourselves for a short time. Both companies were able to facilitate this to varying degrees. Using the software revealed that the Catalis system had significant advantages by being user-friendly and intuitive in its function.

We have thoroughly reviewed both systems and think that the best system to replace our old system and fulfill the current and future needs of the city assessor's office is the Catalis system.

The funds for this system have been included in the 2025 and 2026 capital budgets in anticipation of this project. The cost for the first year with conversion and integration is \$333,430.

Assessors will work with City Attorney on contract language to bring to Commission for approval.

SUGGESTED MOTION:

Approve the recommendation for RFP25088, Computer Assisted Mass Appraisal, award to Catalis for \$333,430.00.



25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 27, 2025

**RE: GRANT AGREEMENT FROM ND DEPARTMENT OF HEALTH
AND HUMAN SERVICES FOR FOOD SUFFICIENCY, SAFE
SLEEP/BREASTFEEDING THROUGH THE MCH SERVICES
BLOCK GRANT TO STATES.
NO: G25.372 CFDA: 93.994
FUNDS: \$14,500
EXPIRES: 09/30/2026**

The attached grant is for activities performed by Fargo Cass Public Health to provide education to families with children through the Maternal and Child Health Services Block Grant by outreach covering food sufficiency, safe sleep, and breastfeeding.

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

Suggested Motion:

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

JF/lis
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.372	CFDA Name Maternal and Child Health Services Block Grant to the States		CFDA Number 93.994
FAIN Number B0454567	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2025	Grant End Date 9/30/2026
Federal Award Date 10/29/2024	Federal Awarding Agency United States Department of Health and Human Services		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Food Sufficiency, Safe Sleep/Breastfeeding		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4551 S313-OC-00 34	
Grantee Name Fargo Cass Public Health		Project Director Sarah Massey	
Address 1240 25 th 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 Suzanne Schaefer		Contact Name Sarah Massey	
Telephone Number 701.241.1360		Telephone Number 701.328.2722	
Email Address SSchaefer@fargond.gov		Email Address smassey@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$14,500	\$10,875	\$25,375
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$14,500	\$10,875	\$25,375
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☒ Negotiated/Approved rate of 10 %
Scope of Service Grantee agrees to carry out the program in accordance with the activities stated in the Grantee's action plan.			
Reporting Requirements Reporting Requirements are defined in Attachment A.			
Special Conditions Special Conditions are defined in Attachment A.			
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 10/21/2025	Signature <i>Jenn Faul</i>	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director Family Health and Wellness	
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: _____ Steve Sprague, City Auditor			

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

G25.372 Fargo Cass Public Health Attachment A

Reporting Requirements

Grantee must submit expenditure reports at least quarterly via the Program Reporting System (PRS).

All reimbursement requests will be processed upon Department approval of expenditures and receipt of data and progress reports.

Grantee will submit data and progress reports for federal reporting purposes on forms approved by the Department via the PRS.

Expenditure, Data (if applicable to your contract) and Progress Reports Reporting Period	Due Date
October 1, 2025 – December 31, 2025	January 15, 2026
January 1, 2026 – March 31, 2026	April 15, 2026
April 1, 2026 – June 30, 2026	July 15, 2026
July 1, 2026 – September 30, 2026	October 15, 2026
*Data reports may be submitted on a monthly or quarterly basis.	

Quarterly Conference Calls (Note: all times are Central Time)			
<u>January 15, 2026</u> Safe Sleep/BF 9:00-10:00 am Food Sufficiency 10:00-11:00 am	<u>April 16, 2026</u> Safe Sleep/BF 9:00-10:00 am Food Sufficiency 10:00-11:00 am	<u>July 16, 2026</u> Safe Sleep/BF 9:00-10:00 am Food Sufficiency 10:00-11:00 am	<u>October 15, 2026</u> Safe Sleep/BF 9:00-10:00 am Food Sufficiency 10:00-11:00 am

TITLE V/MATERNAL AND CHILD HEALTH (MCH) GRANT MCH DATA REPORTING GUIDANCE

Unduplicated count of individuals serviced under Title V enables the State to track and report on the number of individuals who were served by the Title V program within the top level (Direct Services) of the MCH Pyramid.

Total recipient count of individuals served by Title V enables the State to track and report on the number of individuals who received a Title V service within the top two levels (Direct Services and Enabling Services) of the MCH Pyramid.

MCH Pyramid Levels:

Direct Services – Direct services are preventive, primary, or specialty clinical services to pregnant women and children, including children with special health care needs, where MCH Services Block Grant funds are used to reimburse or fund providers for these services through a formal process similar to paying a medical billing claim or managed care contracts. State reporting on direct services should not include the costs of clinical services which are delivered with Title V dollars but reimbursed by Medicaid, CHIP or other public or private payers. Examples include, but are not limited to, preventive, primary or specialty care visits, emergency department visits, inpatient services, outpatient and inpatient mental and behavioral health services, prescription drugs, occupational and physical therapy, speech therapy, durable medical equipment and medical supplies, medical foods, dental care, and vision care.

Enabling Services – Enabling services are non-clinical services (i.e., not included as direct or public health services) that enable individuals to access health care and improve health outcomes where MCH Services Block Grant funds are used to finance these services. Enabling services include, but are not limited to: case management, care coordination, referrals, translation/interpretation, transportation, eligibility assistance, health education for individuals or families, environmental health risk reduction, health literacy, and outreach. State reporting on enabling services should not include the costs for enabling services that are reimbursed by Medicaid, CHIP, or other public and private payers. This category may include salary and operational support to a clinic or program that enable individuals to access health care or improve health outcomes. Examples include the salary of a public health nurse who provides prenatal care in a local clinic or compensation provided to a specialist pediatrician who provides services for children with special health care needs.

Attachment A Continued

Public Health Services and Systems – Public health services and systems are activities and infrastructure to carry out the core public health functions of assessment, assurance, and policy development, and the 10 essential public health services. Examples include the development of standards and guidelines, needs assessment, program planning, implementation, and evaluation, policy development, quality assurance and improvement, workforce development, and population-based disease prevention and health promotion campaigns for services such as newborn screening, immunization, injury prevention, safe-sleep education and anti-smoking. State reporting on public health services and systems should not include costs for direct clinical preventive services, such as immunization, newborn screening tests, or smoking cessation.

Reference: Title V Maternal and Child Health Services Block Grant to State Program – Guidance and Forms for the Title V Application/Annual Report and Appendix of Supporting Documents

Special Conditions

- The Title V Maternal and Child Health (MCH) funds will be used primarily for preventive services such as those related to the identified state priorities. Title V MCH prohibits exclusion from participation, denial of benefits, or discrimination in any program or activity funded in whole or in part with Title V MCH monies on the basis of race, color or national origin, sex, age, religion or handicapping condition.
- Before changing/carrying out any activities not in the approved action, plan must be submitted to the Project Director for prior approval.
- Non-approved line items in budget must be submitted to the Project Director for prior approval before any purchases are incurred.
- Grantee has 25 percent budget flexibly for approved line items. Anything over 25 percent must be approved by Project Director.
- Grantee is required to use the following language (italicized below) when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA- supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) grant, Maternal and Child Health Services. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.



26

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 27, 2025

**RE: GRANT AGREEMENT AMENDMENT FROM ND DEPARTMENT
OF HEALTH AND HUMAN SERVICES FOR TITLE X FAMILY
PLANNING PROGRAM.**
NO: G23.1329A CFDA: 93.217
FUNDS: \$160,281
EXPIRES: 03/31/2026

The attached grant award amendment for Title X Family Planning programming provides additional funds of \$160,281. The amendment was signed on October 15, 2025 to return the document back to the state in a timely fashion.

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

Suggested Motion:

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

JF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (05-2025)

Grant Number G23.1329A	CFDA Name Family Planning Services		CFDA Number 93.217
FAIN Number FHPA006519	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 4/1/2025	Grant End Date 3/31/2026
Federal Award Date 3/28/2025	Federal Awarding Agency United States Department of Health and Human Services		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Title X Family Planning Program		North Dakota Department of Health and Human Services (NDDHHS) Project Code 4551 S311-OC-00 31	
Grantee Name Fargo Cass Public Health		Project Director Cora Rabenberg	
Address 1240 25 th Street S		Address 600 E. Boulevard Ave., Dept. 325	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Jennifer Faul		Contact Name Cora Rabenberg	
Telephone Number 701-241-1362		Telephone Number 701-328-4535	
Email Address JFaul@FargoND.gov		Email Address crabenberg@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$160,281	\$0	\$160,281
Previous Funds Awarded	\$42,004	\$0	\$42,004
Total Funds Awarded	\$202,285	\$0	\$202,285
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service This amendment provides additional funding of \$160,281 for the continued support of the scope of services requirements as noted in the original agreement.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 09/25/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Cora Rabenberg, Assistant Unit Director Family Health and Wellness	
Date 10/15/25	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: _____ Steve Sprague, 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.



27

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 27, 2025

**RE: GRANT AGREEMENT FROM ND DEPARTMENT OF HEALTH
AND HUMAN SERVICES FOR EXPANDING ACCESS FOR
COMMUNITY-BASED CANCER PREVENTION.
NO: G25.384 CFDA: 93.991
FUNDS: \$7,400
EXPIRES: 09/30/2026**

The attached grant is for implementing public health strategies under the ND Preventive Health and Health Services Block Grant program to advance the priorities identified in the ND State Health Improvement Plan (SHIP).

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

Suggested Motion:

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

JF/lis
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (05-2025)

Grant Number G25.384	CFDA Name Preventive Health and Health Services Block Grant		CFDA Number 93.991
FAIN Number NB01PW000121	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2025	Grant End Date 9/30/2026
Federal Award Date 9/17/2025	Federal Awarding Agency Centers for Disease Control and Prevention (CDC)		
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 Expanding Access: Community-Based Cancer Prevention		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4521 S314-OC-00 10	
Grantee Name Fargo Cass Public Health		Project Director: Brianna Monahan	
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: Brianna Monahan	
Telephone Number: 701.241.1380		Telephone Number: 701.328.2698	
Email Address: JFaul@FargoND.gov		Email Address: bmonahan@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$7,400	\$0	\$7,400
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$7,400	\$0	\$7,400
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service Grantee will implement public health strategies under the North Dakota Preventive Health and Health Services Block Grant program to advance priorities identified in the North Dakota State Health Improvement Plan, in accordance with grant guidance, Grantee's approved work plan, and budget. Grantee will participate in quarterly meetings with the Project Director or as otherwise requested. Reporting Requirements Grantee must submit reimbursement requests at least quarterly via the Program Reporting System (PRS). Requests are due by the 15th of the month following the end of each reporting period. The deadlines are as follows: Expenditure report for the period ending December 31, 2025 must be received by January 15, 2026. Expenditure report for the period ending March 31, 2026 must be received by April 15, 2026. Expenditure report for the period ending June 30, 2026 must be received by July 15, 2026. Expenditure report for the period ending September 30, 2026 must be received by October 15, 2026. Expenditure reports must include an activity report. Reports must utilize the template(s) provided by the Project Director and be attached in PRS. Reimbursement will be processed upon Department approval of expenditures and reports. Special Conditions None. This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/21/2025	Signature <i>Jenn Faul</i>	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Jesse L. Tran, PhD, MBA, Assistant Unit Director Health Promotion & Chronic Disease Prevention Unit	
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: _____ Steve Sprague, 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.



HUMAN RESOURCES

HUMAN RESOURCES DEPARTMENT
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1321 | Fax: 701.476.6707
FargoND.gov

28

To: Board of City Commissioners

From: Beth Wiegman, Assistant Director of Human Resources

Date: October 27, 2025

Re: Eide Bailly End-User Agreement

Attached, you will find the Eide Bailly End-User Agreement for the City of Fargo and Fargodome. The Human Resources Team contracts with Eide Bailly to conduct our pre-employment background checks during the conditional offer phase of pre-employment. The agreement does not impact the budget as the cost of background checks is already included in the Human Resources budget.

The agreement has been reviewed by the City Attorney.

RECOMMENDED MOTION: To approve the Eide Bailly End-User Agreement effective upon Commission approval.



**END USER AGREEMENT
EMPLOYMENT CREDIT REPORTS**

Business Name (End User) City of Fargo
 Street Address 225 4th St N
 City Fargo State ND Zip 58102
 Federal ID Number 45-6002069 Year Business Established 1875
 Main Contact/Title Beth Wiegman, Asst. Director of HR Work Number (701) 476-4175
 Email Address bwiegman@fargond.gov Nature of Business Municipal Government

By completing and signing this agreement, you are conforming to the following rules regarding FCRA compliance and use of Eide Bailly LLP employment credit reports:

End User is an EMPLOYER and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:

- ☐ In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
- ☐ In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
- ☒ In accordance with the written instructions of the consumer who is the subject of the Consumer Report. End User certifies that each such written authorization will expressly authorize End User to obtain the Consumer Report. Nothing in this certification, or elsewhere in this Agreement, is intended to allow End User to purchase the Consumer Report for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, unless required by law, or to any other third party, and End User expressly agrees to refrain from such conduct; or
- ☐ In connection with End User's legitimate business need for information in connection with a business transaction that is initiated by the consumer, including, but not limited to, tenant screening; or
- ☐ As a potential investor, servicer or current insurer, in connection with a valuation of, or assessment of, the credit or prepayment risks associated with an existing credit obligation; or
- ☐ In connection with End User's legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account; or
- ☐ Available for use by Government Agencies only: In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.

End User certifies that End User shall use the Consumer Reports: (a) solely for the permissible purpose(s) certified by End User and for no other purpose; and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use Consumer Reports for any other purpose, including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports.



The Consumer Reports shall only be requested and accessed by End User's designated and authorized associates, agents, or service providers having a need to know and only to the extent necessary to enable End User to use the Consumer Reports. Any such End User access may only be made to such designated and authorized associates, agents, or service providers who are also bound by contractual language or written obligations sufficient to limit use of such Consumer Report information in accordance with the use and other restrictions contained in this Agreement. End User shall ensure that such designated and authorized associates, agents, or service providers shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

End User agrees to retain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and make such written authorizations available to Reseller upon request.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties, except designated and authorized agents or service providers subject to the conditions set forth above in Section 2; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report, or as otherwise clearly required by law.

Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

End User is an EMPLOYER and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an associate, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.

End User certifies that it will not request a Consumer Report for Employment Purposes unless:

- a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
- b. The consumer has authorized in writing the procurement of the report; and
- c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

- a. A copy of the Consumer Report for Employment Purposes; and
- b. A copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau.



End User shall use the Consumer Report for Employment Purposes only for an exclusive, one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

End User Signature _____

Printed Name _____

Title _____

Date _____

29

Memorandum

DATE: October 27, 2025
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building extension request 1202-1204 1 Ave. S. and 103, 105, 105 ½ 12th St. S, Fargo, ND

Background:

The structure at 1202-1204 1 Ave. S. and 103, 105, 105 ½ 12th St. S, Fargo, ND was declared a "Dangerous Building" during the regular meeting of the City Commission on September 2, 2025. The structure was ordered removed or cured by October 31, 2025. The property owners have obtained permits for renovation to remove basement unit, returning the building to a 4 plex. Install temporary shoring walls in basement and main floor level due to fire and wall breach damage. Repair fire damaged floor joist and subfloor. Reframe east wall damaged window area on main floor Engineering is required for any structural repairs. Install 4 new windows in opening. Additionally, they have been granted a permit to repair the electrical system that was damaged by fire. The projects are ongoing and have received passed inspections for the work performed. The owners will be aping for additional permits to repair a deck structure, replace siding, replace windows, and repair damaged doors/door frames. They will also be painting the interior of the units.

Out Team has seen significant improvements in the structure and support the 90-day extension that they are requesting.

RECOMMENDED MOTION: To Amendment to the Findings of Fact, and Conclusions and Order to allow Hui Lu and Sufen Mo to complete repairs to the structure at 1202-1204 1 Ave. S. and 103, 105, 105 ½ 12th St. S on or before January 29, 2026.

Shawn Ouradnik

From: kvein loo <kvein501@yahoo.com>
Sent: Wednesday, October 15, 2025 3:56 PM
To: Shawn Ouradnik
Subject: Extension request

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

Shawn

We request extension for damages building

1202 1st ave s fargo for 3 months

We already finished the jobs as following 1. Finished 105 12th 1st Swat unit the wall and windows construction job and replace new windows and ceiling.

2. Finished 103 fire unit joists construction job and replace new window . So right now our building no damage any more.

3. Finished all units entry door replace.

4. Finished basement wall and northeast side brick cracks already ready fixed.

5. all units already clean.

6. We installed wifi and security cameras for whole building outside.

And have the following thing need going to do::

1. 105 1/2 replacing deck, so request the permit this job.

2. 105 siding and clean 1202 windows

3, fix 1202 front door frame and one step wood.

4. 103 window well .ceilings and wall and steps 5, we will repaint the wall and ceiling .

The contractor will go to apply permit for the deck I hope Fargo city agree the extension 90 days request . And thanks lot for your help.

Thank you very much!:)

1202 1st ave landlord:

Hui Lu and sufeng Mo

(30)

City of Fargo Staff Report			
Title:	Buchholz Industrial Addition	Date:	8/27/2025
		Update:	10/23/2025
Location:	1300 and 1330 43rd Street North and 1301 45th Street North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision		
Owner(s)/Applicant:	Buchholz Exchange, LLC; Norgren Exchange, LLC / Mark Buchholz	Engineer:	RJN Survey
Entitlements Requested:	Minor Subdivision (Plat of Buchholz Industrial Addition , a replat Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: October 27th, 2025		
Existing		Proposed	
Land Use: Industrial and undeveloped		Land Use: Industrial	
Zoning: GI, General Industrial		Zoning: No change	
Uses Allowed: GI - General Industrial. Allows detention facilities, health care facilities, safety services, adult entertainment centers, off-premise advertising, commercial parking, industrial service, manufacturing and production, warehouse and freight movement, waste related use, wholesale sales, aviation, surface transportation, mining, basic utilities, and some telecommunications facilities		Uses Allowed: No change	
Maximum Lot Coverage: 85%		Maximum Lot Coverage: No change	
Proposal:			
<i>PROJECT NOTE: This proposed plat results from an odd circumstance beyond the control of the applicant. This configuration of this plat was before the Planning Commission at their August 1st, 2023 Planning Commission as "Buchholz Addition." The recommendation was for approval. The City Commission approved the plat on May 13th, 2024. Between the time the City Commission approved the plat and the time the plat was submitted for recordation, a plat with an almost identical name, "Buchholtz Subdivision" was recorded in Cass County. This is an unrelated plat in a rural area of the county. The Cass County Recorder determined that the plat names were too similar, and rejected the City-approved "Buchholz Addition." The applicant has renamed the subdivision "Buchholz Industrial Addition." All other aspects of the original Buchholz Addition remain the same.</i> The applicant requests one entitlement: 1. A minor subdivision, entitled Buchholz Industrial Addition, which is a replat of Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision Surrounding Land Uses and Zoning Districts: • North: GI, with industrial uses • East: GI, with industrial uses • South: GI, with industrial uses • West: Cass County Drain No. 40			
Area Plans:			
Fargo Growth Plan 2024 designates the subject property as the "General Industrial and Flex Warehouse" place type. Primary uses within that place type include light and general industrial and flex warehouse, with secondary residential uses of commercial uses specifically related to the primary use. The current zoning is GI, General Industrial, which is consistent with the Growth Plan place type. No zone change or land use plan amendment is proposed with this project.			

Context:

Schools: The subject property is located within the West Fargo School District, specifically within the Westside Elementary, Cheney Middle and West Fargo High schools.

Neighborhood: The subject property is not located within a named neighborhood.

Parks: There are no Fargo parks within one mile of the subject property.

Pedestrian / Bicycle: There are no shared use paths adjacent to the subject property.

Transit: The subject property is not along a MATBus route.

Staff Analysis:

The subject property is bounded by 14th Avenue North (north), 43rd Street North (east) and Cass County Drain No. 40 (west), and an adjacent property (south).

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.

SUBDIVISION

This plat replats Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision into three lots zoned GI, General Industrial. The existing buildings will remain.

ACCESS: The subdivision takes access from 14th Avenue North and 43rd Street North. An "L"-shaped 40-foot wide access and utility easement within the subdivision provides additional access.

175 FOOT DRAIN SETBACK: The subject property abuts Cass County Drain No. 40 on the west side. Land Development Code Section 20-0610.F requires that no subdivision may be approved without a notation and delineation of an area 175 feet from the centerline of any legal drain and the applicant for subdivision approval will be required to dedicate such areas to the public for purposes of such drain. This plat depicts an easement to the Southeast Cass Water Resources District for this purpose.

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 GI, General Industrial. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has not received any comments or inquiries. **(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. **(Criteria Satisfied)**

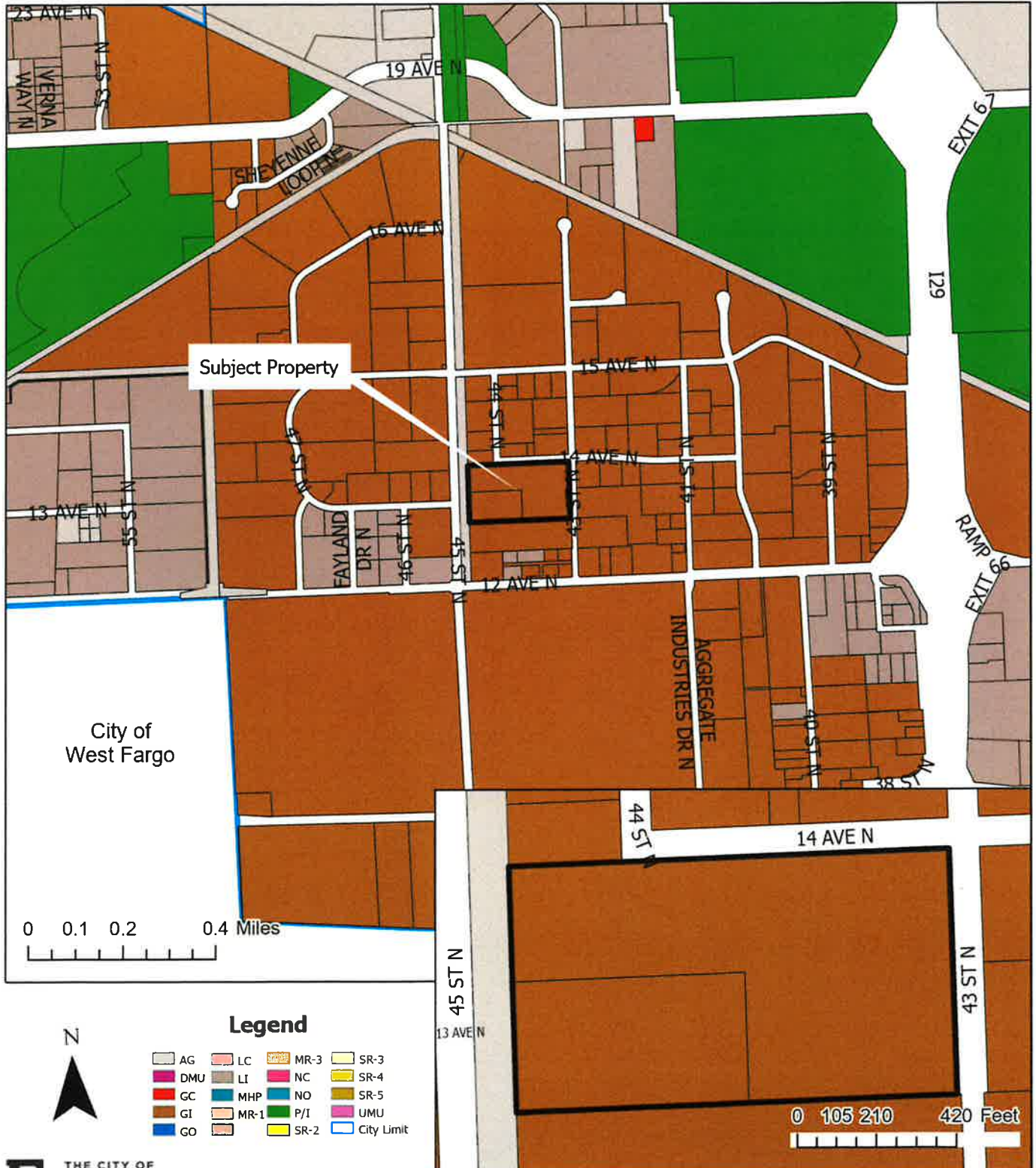
(continued on next page)

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 Buchholz Industrial 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: September 4th, 2025
At the September 4 th , 2025 Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed a plat of the Buchholz Industrial 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

Buchholz Industrial Addition

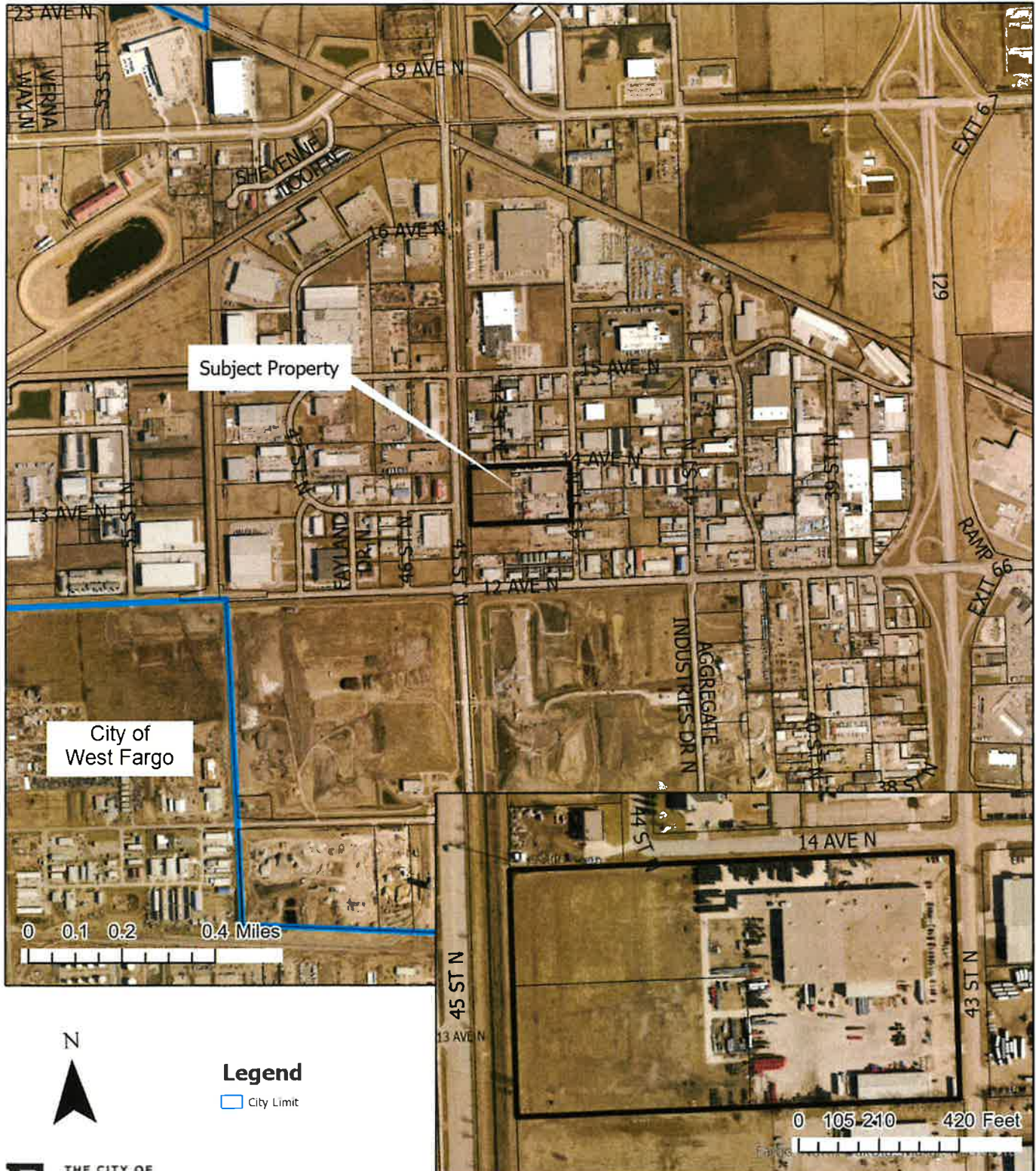
1300 and 1330 43rd Street North;
1301 45th Street North



Minor subdivision

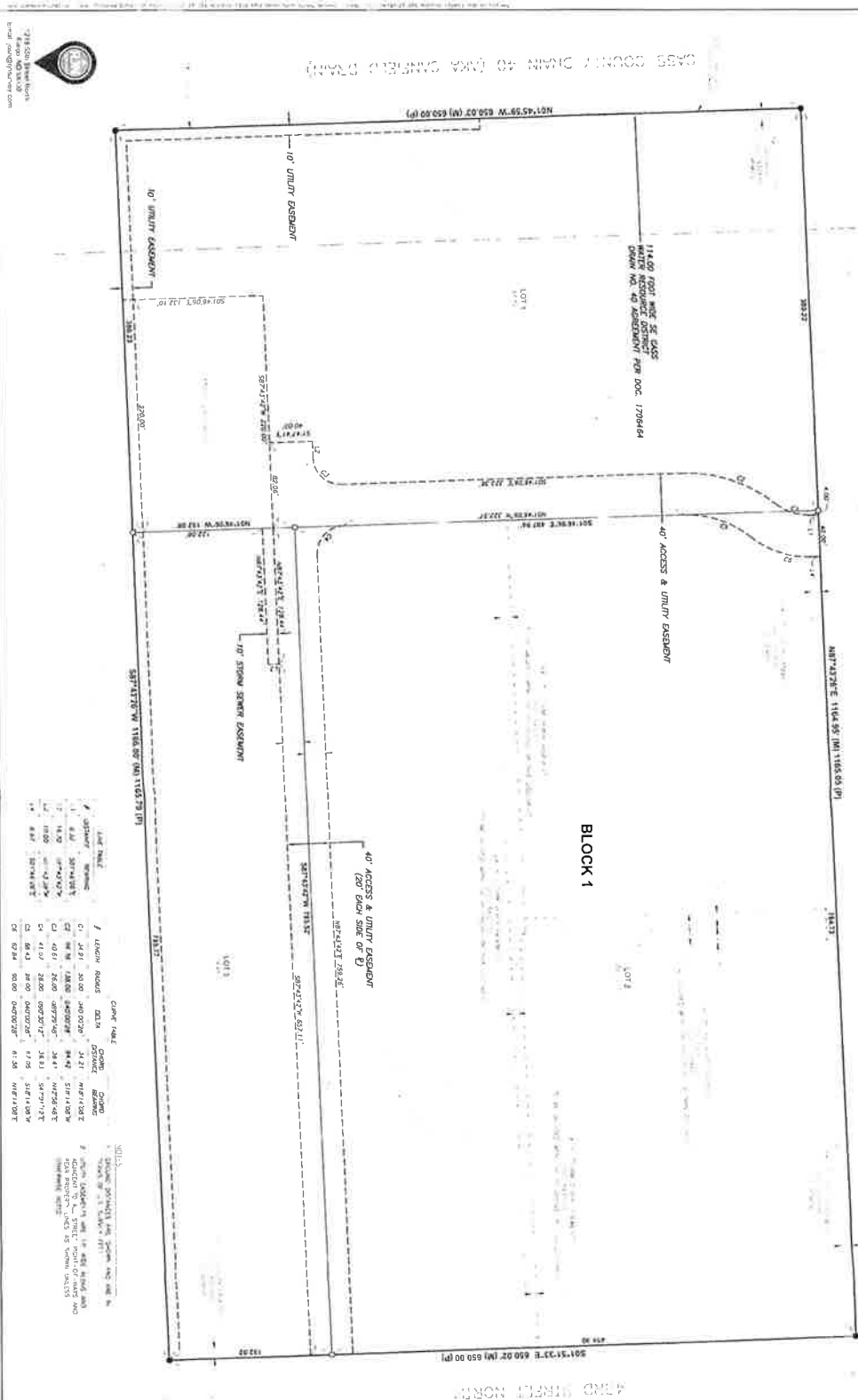
Buchholz Industrial Addition

1300 and 1330 43rd Street North;
1301 45th Street North



BUCHHOLZ INDUSTRIAL ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
 A REPLAT OF LOTS 4 THROUGH 6, BLOCK 1 OF INDUSTRIAL SUBDIVISION NO. 1 AND PART OF LOT 25 OF HECTOR'S SUBDIVISION
 CASS COUNTY, NORTH DAKOTA
 (A MINOR SUBDIVISION)



Lot	Area	Perimeter	Area	Perimeter
1	1.41	101'45.99' W 650.00' (N) 650.00' (P)	1.41	101'45.99' W 650.00' (N) 650.00' (P)
2	1.41	101'45.99' W 650.00' (N) 650.00' (P)	1.41	101'45.99' W 650.00' (N) 650.00' (P)
3	1.41	101'45.99' W 650.00' (N) 650.00' (P)	1.41	101'45.99' W 650.00' (N) 650.00' (P)
4	1.41	101'45.99' W 650.00' (N) 650.00' (P)	1.41	101'45.99' W 650.00' (N) 650.00' (P)
5	1.41	101'45.99' W 650.00' (N) 650.00' (P)	1.41	101'45.99' W 650.00' (N) 650.00' (P)
6	1.41	101'45.99' W 650.00' (N) 650.00' (P)	1.41	101'45.99' W 650.00' (N) 650.00' (P)

NOTES:
 1. ALL LOTS ARE TO BE PLATTED AND RECORDED.
 2. ALL LOTS ARE TO BE PLATTED AND RECORDED.
 3. ALL LOTS ARE TO BE PLATTED AND RECORDED.
 4. ALL LOTS ARE TO BE PLATTED AND RECORDED.
 5. ALL LOTS ARE TO BE PLATTED AND RECORDED.
 6. ALL LOTS ARE TO BE PLATTED AND RECORDED.

(31)

City of Fargo Staff Report			
Title:	Laverne's Sixth Addition	Date: Update:	7/30/2025 10/23/2025
Location:	2701, 2741, and 2761 43 rd Street North	Staff Contact:	Luke Morman, Planner
Legal Description:	Lot 1, Block 2, Laverne's Addition.		
Owner(s)/Applicant:	Variant Warehouse 4, LLC / Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (a replat of Lot 1, Block 2, Laverne's Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: October 27 th , 2025		

Existing	Proposed
Land Use: Industrial	Land Use: Unchanged
Zoning: LI, Limited Industrial	Zoning: Unchanged
Uses Allowed: LI, Limited Industrial allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space areas, religious institutions, safety services, basic utilities, adult establishments, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities.	Uses Allowed: Unchanged
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: Unchanged

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Laverne's Sixth Addition**, replat of Lot 1, Block 2, Laverne's Addition, to the City of Fargo, Cass County, North Dakota.

Surrounding Land Uses and Zoning Districts:

- North: Undeveloped land in LI, Limited Industrial;
- East: LI, Limited Industrial with warehouse;
- South: LI, Limited Industrial with office and warehouse;
- West: LI, Limited Industrial, undeveloped.

Area Plans:

The Fargo Growth Plan 2024 designates the Place Type of the subject property as General Industrial and Flex Warehouse. The current zoning of LI, Limited Industrial, matches this Place Type designation.

Context:

Schools: The subject property is located within the West Fargo Public School District, specifically Harwood Elementary, Cheney Middle, and West Fargo High schools.

Neighborhood: The subject property is not located within a designated Neighborhood.

Parks: There are no public parks within one mile of the subject property.

Pedestrian / Bicycle: There is an 8-foot-wide multi-use trail on the west side of 43rd Street North. There is an off-road multi-use trail within one mile of the subject property along 19th Avenue North. Both paths are part of the metro area bikeways system.

Transit: The subject property is not on a MATBUS route at this time.

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 existing lot into a two lot subdivision entitled Laverne's Sixth Addition. The new lot lines will separate a portion of the existing parking lot and one of the buildings onto Lot 1, however, each lot will meet code requirements on their own. Within the scope of this plat, a 72' wide access, parking, and utility easement will be added to connect the west access to the east, and a 24' wide access & utility easement will be added to connect the north access to the south. These easements are proposed to be over portions of the existing parking lot. The existing Amenities Plan will continue through from the previous plat as the subject property is already built upon.

After the August 5th, 2025 Planning Commission meeting, the applicant coordinated with staff to add additional easements onto the plat. Staff is in support of these changes.

Minor Subdivision

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

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

The current zoning is LI, Limited Industrial and no zone change is proposed. The zoning is consistent with the Fargo Growth Plan 2024 designation of "General Industrial and Flex Warehouse" Place Type for the subject property. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-907.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 and Funding Policy, which may include the use of special assessments.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Laverne's Sixth Addition**, as presented, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: August 5th, 2025

At the August 5, 2025 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commission member absent, moved to accept the findings and recommendations of staff and recommend approval to the City Commission of the proposed subdivision plat, **Laverne's Sixth Addition**, as presented, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code

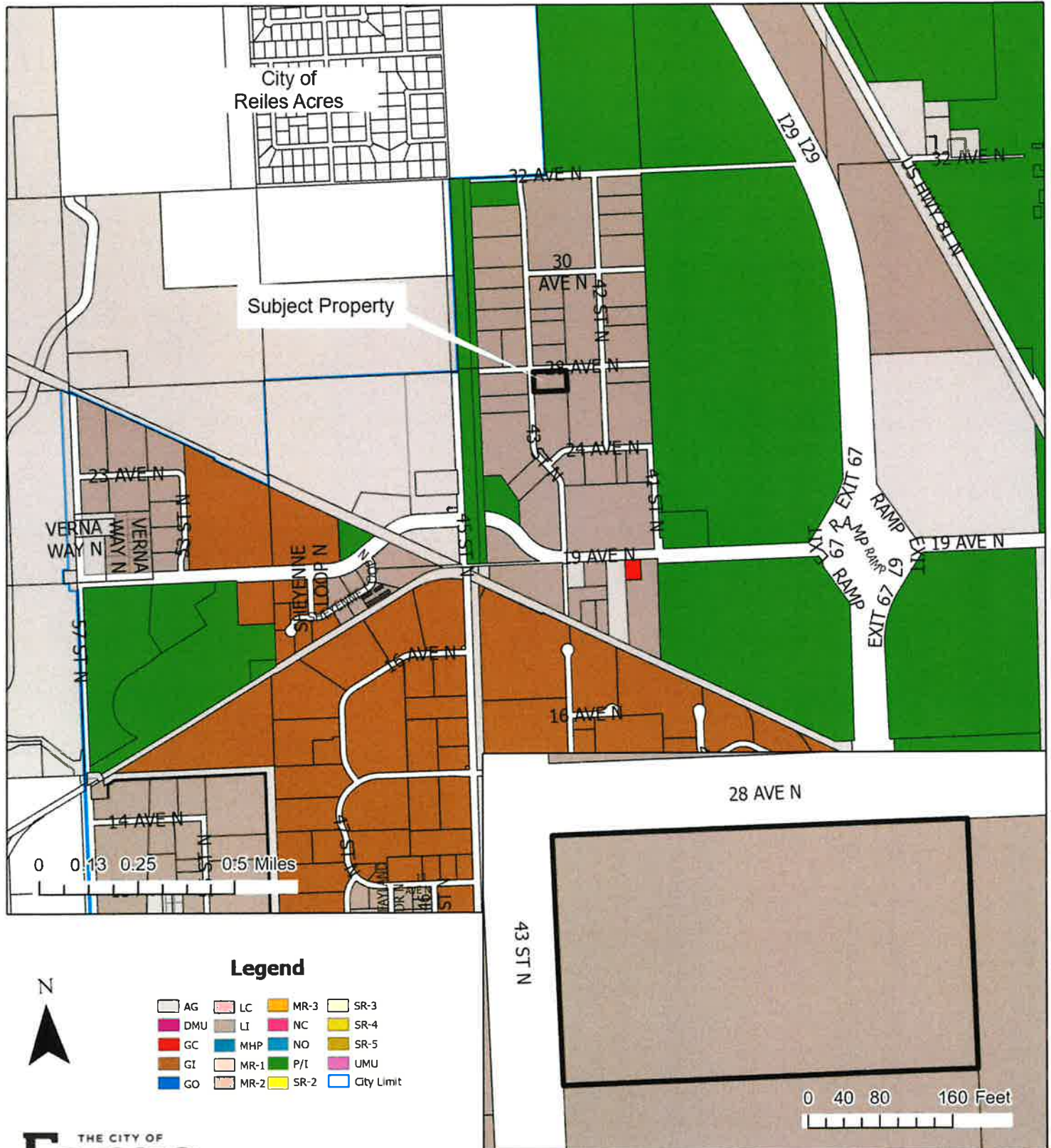
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Laverne's Sixth Addition

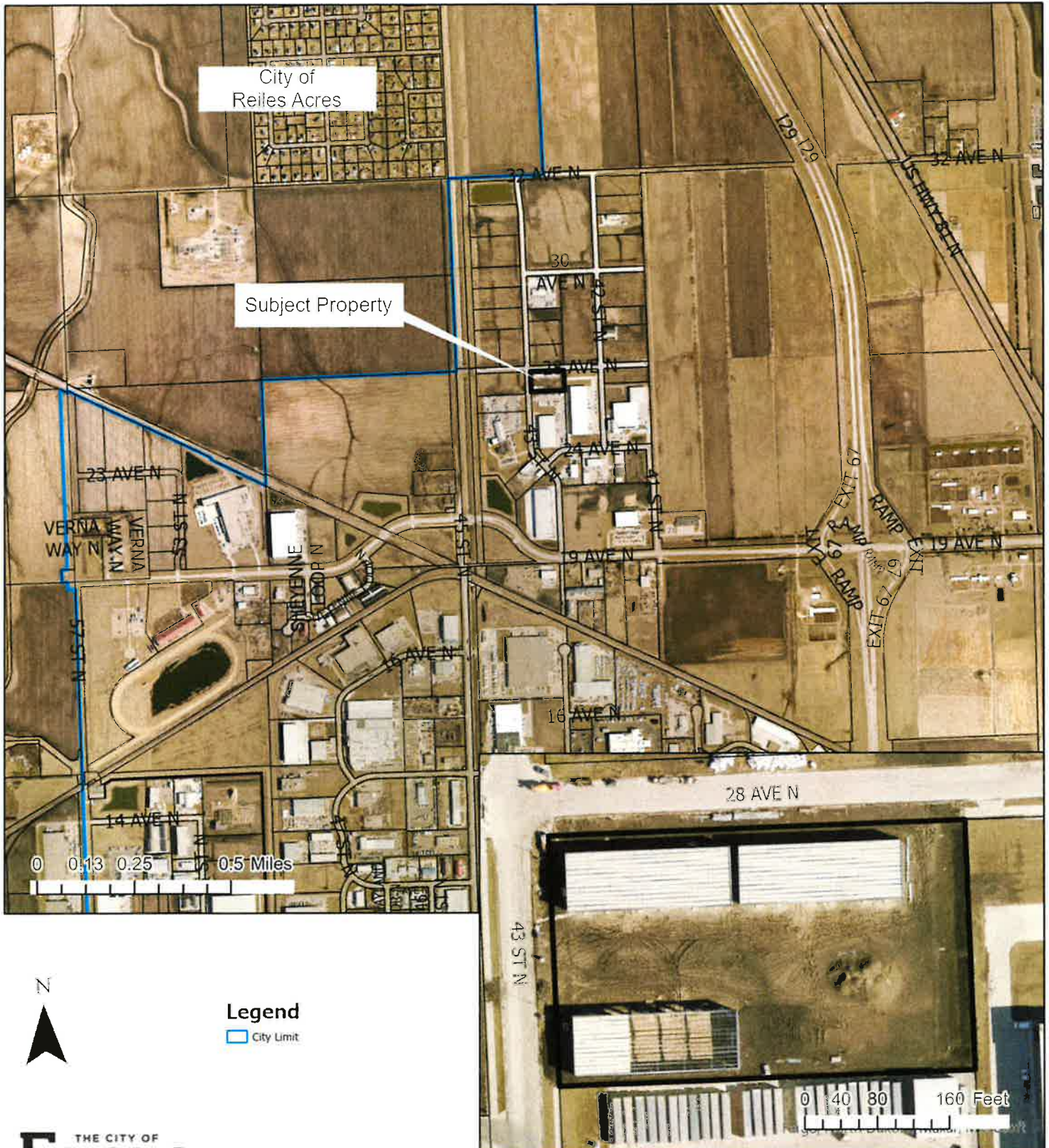
2701, 2741 and 2761 43rd Street North



Minor Subdivision

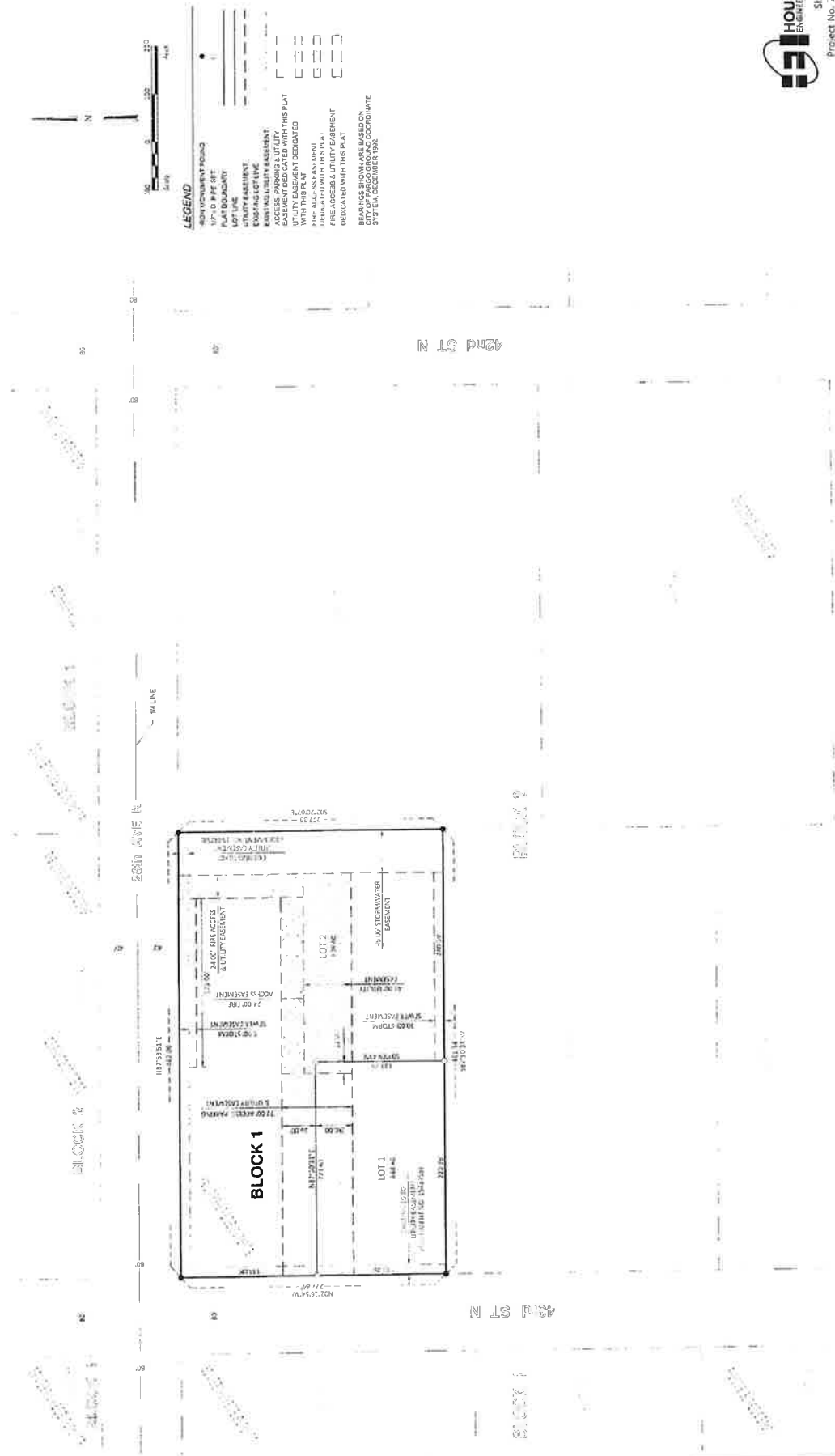
Laverne's Sixth Addition

2701, 2741 and 2761 43rd Street North



LAVERNE'S SIXTH ADDITION

**A MINOR SUBDIVISION
BEING A REPLAT OF LOT 1, BLOCK 2
LAVERNE'S ADDITION
CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA**



LAVERNE'S SIXTH ADDITION **A MINOR SUBDIVISION** **BEING A REPLAT OF LOT 1, BLOCK 2** **LAVERNE'S ADDITION** **CITY OF FARGO,** **CASS COUNTY, NORTH DAKOTA**

OWNERS CERTIFICATE
 NOW ALL PERSONS BY THESE PRESENTS, That Variant 4 Warehouse, LLC, a North Dakota limited liability company and Ellington Fargo Properties LLC, a Minnesota limited liability company are the owners and proprietors of the following described tract of land:
 Lot 1, Block 2, Laverne's Addition, to the City of Fargo, Cass County, North Dakota
 Said land contains 2.84 acres, more or less.
 And that said party has caused the same to be surveyed and platted as LAVERNE'S SIXTH ADDITION to the City of Fargo, Cass County, North Dakota, and does hereby dedicate to the owners of Lots 1 and 2 created by this plat, for private use, the storm sewer easement, the access, parking & utility easement, the fire access and utility easement, the fire access easement, the utility easement, and the storm sewer easement as shown on the plat.

OWNER - LOT 1:
 VARIANT 4 WAREHOUSE, LLC
 By: Synical, LLP
 Its: Manager

By: Auton J. Martin, President
 State of North Dakota
 County of Cass

The foregoing instrument was acknowledged before me this 19 day of September, 2025, by Synical, LLP, a Minnesota limited liability partnership, Manager of Variant 4 Warehouse, LLC, a North Dakota limited liability company on behalf of the limited liability partnership.

Notary Public: Debra Olson



OWNER - LOT 2:
 ELLINGTON FARGO PROPERTIES LLC
 By: Ellington Holdings, Inc.
 Its: Manager

By: Denk John Ellington, Vice President
 State of North Dakota
 County of Cass

The foregoing instrument was acknowledged before me this 19 day of September, 2025, by Denk John Ellington, Vice President of Ellington Holdings, Inc., Manager of Ellington Fargo Properties LLC, a Minnesota limited liability company on behalf of the corporation.

Notary Public: Georgia J. Hunsing



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:
 I, James A. Schlemmer, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the instruments for the guidance of future surveys have been located or placed in the ground as shown



Dated this 19th day of September, 2025.
James A. Schlemmer, Professional Land Surveyor No. 8088
 State of North Dakota
 County of Cass
 On this 19th day of September, 2025, before me personally appeared James A. Schlemmer, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free and legal act.

Notary Public: Debra Olson



CITY ENGINEERS APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Kvamvik, PE, City Engineer
 State of North Dakota
 County of Cass

Notary Public: _____

FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this 5th day of August, 2025.

Margaret R. Tuma, Chair
 Fargo Planning Commission
 State of North Dakota
 County of Cass

On this 5th day of August, 2025, before me personally appeared _____, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public: Margaret R. Tuma



FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Alfred _____
 Steven Sprague, City Auditor

State of North Dakota
 County of Cass

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo, and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____



HOUSTON ENGINEERING, INC.
 Sheet 2 of 2
 Project No. 7489-Q135



PLANNING & DEVELOPMENT

FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

(32)

MEMORANDUM

TO: Board of City Commissioners

FROM: Nicole Crutchfield, Planning Director *NC*
Mark Williams, Assistant Planning Director

DATE: October 23, 2025

RE: Downtown Parking Study and Parking Operator Services RFP

In April 2025, the City kicked off a comprehensive study of parking in downtown which included:

- Inventory and utilization of both on and off-street parking facilities
- Evaluate parking service delivery models and parking governance structure including recommendations for efficiency and improvement for the parking system holistically
- Develop RFP (request for proposal) for parking management services and evaluation
- Develop operation and maintenance guidance for parking facilities.

On September 26, an Informational Meeting was held for City Commission where findings of the study were presented and direction of the draft Request for Proposals were shared and discussed. The draft study is complete, and staff is requesting City Commission to receive and file the findings available online at: <https://fargond.gov/live/parking/parking-studies-maps>.

Staff is also seeking permission to issue the Request for Proposals for Parking Operator Services. The current parking operator, Interstate Parking, was initially retained by contract in 2014 following an RFP process. That contract has been amended numerous times to reflect other parking changes over the years. A new, comprehensive parking contract for parking operations is needed to reflect all of the updated conditions in Downtown Fargo.

Recommendation: To receive and file the 2025 Downtown Fargo Parking Study and authorize staff to publish the Request for Proposals (RFP) for Parking Operator Services, pending final city attorney office review.





Request for Proposals (RFP26022)

for

Municipal Parking Operator Services

Published:

October 29, 2025

Proposals Due:

December 11, 2025 at 2:00PM CT

City of Fargo Planning & Development
225 4th Street N
Fargo, ND 58102

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Introduction

The City of Fargo (“City”) is requesting written proposals from qualified firms to provide parking management services for the City. These services will include all aspects of the parking operation, which are more fully described in the Scope of Work section.

The purpose of this Request for Proposal (RFP) is to solicit parking management services and ultimately procure a suitable Vendor to manage the day-to-day operations and management of the City of Fargo’s downtown on- and off-street parking assets, which are currently performed by third-party operator Interstate Parking. These assets are made up of curbside parking areas as well as ten (10) ramps and lots. The City recently completed an updated parking study for Downtown Fargo. This study can be found at <https://fargond.gov/live/parking/parking-studies-maps>.

This RFP includes the essential duties the City expects the selected Operator (alternatively referred to as Proposer or Vendor here, depending on the topic) to perform. These descriptions outline specific minimum service level standards, operational needs, and PARCS (parking access and revenue control system) hardware and digital capabilities sufficient to meet the following parking program goals:

1. Provide convenient and accessible public parking for Downtown destinations
2. Support economic development and vitality of Downtown businesses
3. Balance the use of on- and off-street public parking
4. Increase awareness of the public parking system
5. Ensure parking facilities are well-maintained and promote safety for all users
6. Provide consolidated parking options that meet the needs of the evolving Downtown landscape

Schedule

The RFP process will adhere to the following schedule.

Date & Time	Deadlines and Key Events
10/29/2025	City publishes RFP
11/7/2025 @ 11am CT	Pre-proposal conference call (Mandatory)
Week of November 10 th	Self-Guided Facility Tours (Optional)
11/17/2025 @ 2pm CT	Vendor Deadline for Written Questions
11/24/2025 @ 2pm CT	Addenda (if any) issued and City Question Response Deadline
12/11/2025 @ 2pm CT	Electronic Proposal Submission Deadline
Week of December 15 th , 2025	City Proposal Review Period
12/19/2025	City notifies selected interviewees
1/7/2026 and 1/8/2026	City and consultant team perform Vendor interviews (as needed)
1/13/2026 -January 2026	City and Selected Vendor perform contract negotiations
January/February 2026	Contract executed (tentative) and Vendor onboarding

Attached to this submittal form is a budget template (**Attachment A**) that will be provided to the parking operators submitting proposals. This standardized template will enable the City to review the financial components of each Vendor's proposal in a fair manner.

Pre-Proposal Meeting

A pre-proposal meeting is scheduled for 2:00 p.m. CT on November 6th and will be held virtually. More information on how to access this meeting can be found on Bonfire.

The purpose of the pre-proposal meeting is to provide assistance to interested firms in the interpretation of the RFP. Including but not limited to background information, review of scope of services, sample contract, or any other technical or contractual matters. Attendance at the pre-proposal meeting is mandatory for any firm who wishes to be considered.

Selection Process

This RFP is being solicited under a multi-step procurement procedure. The **first step** requires all interested firms to submit proposals addressing those items cited in the Proposal Submittal Requirements, of this RFP. Proposals will be evaluated and ranked based on the evaluation criteria outlined in the Evaluation Criteria, to select a short list of vendors for further evaluation. Only those vendors who are placed on the short list on the basis of the evaluation criteria will be considered during the second step.

In the **second step**, interviews may be held with the shortlisted vendors. If interviews are conducted, additional information will be provided regarding the interview process.

In the **third step**, the vendor ranked the highest by the evaluation committee based on the written proposal and interview (if applicable) will negotiate the details of the final contract with the City and Council approval of the award will be requested. Upon Council approval, the contract will be signed, and work may begin. Should the City be unable to reach an agreement with the top-ranked vendor, negotiations will commence with the next ranked vendor. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

Proposals will be considered only from vendors or individuals who are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The City may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive.

Period of Award

The terms of the contract shall be from the date of award for a consecutive sixty (60) month period. Upon the expiration of said period, the contract will terminate automatically, without notice, written or oral unless the contract has been mutually affirmatively extended, in writing by the parties. The total award period will not exceed 120 months, including extensions.

Extensions

The City shall have the option to extend the Parking Management contract for two additional years (to be awarded one year at a time) on the same terms and conditions.

If the City determines to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the firm requesting firm pricing for the next twelve (12) month period. After the City receives the firm pricing proposal from the vendor, the City will determine whether to extend the contract. The foregoing provisions shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof.

Licenses

The Applicant who is awarded this contract shall be responsible for obtaining and paying for any necessary licenses, and for complying with all applicable federal, state, and municipal laws, codes, and regulations in connection with fulfilling the terms of this contract.

Addenda to the RFP

The City reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of proposals. Addenda will be posted on the Bonfire as soon as available, and it shall be the responsibility of the applicant to obtain all addenda. If revisions are of such magnitude to warrant, in the City's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Questions

Questions pertaining to this RFP should be directed, no later than November 17, 2025, by 2PM CT. Answers to all questions will be posted in an addendum on Bonfire <https://fargond.gov/work/bids-and-procurement> on November 24, 2025. Questions should be submitted via Bonfire located at <https://fargond.gov/work/bids-and-procurement>

Scope of Services

Section A – Terms of Service

The selected Vendor, upon executing the Contract Agreement, will enter into an initial term of service of up to five (5) years. Based on successful performance, this term may be renewed for another up to five (5)-year period or, at the sole discretion of the City, a renewable one (1)-year period according to City priorities. The City understands subcontracts may be utilized to fulfill the requirements of this scope of services. While it is not a requirement for vendors to state specific subcontracts used for this scope of work in the proposal, it is a contract requirement to notify the City when a subcontractor is utilized to perform the scope of services outlined in this RFP, and therefore the contract.

This RFP is for a non-exclusive Service Agreement with the City. The City will not enter into an exclusive Agreement with a successful proposer. At any time, the City may award Agreements to other Contractors for any and all aspects of professional parking management services it sees fit.

The selected Vendor will be responsible for day-to-day Administration and Management, Operations and Maintenance, and Technology for Fargo's public parking system, as outlined below.

Section B – Facilities

The Vendor will be responsible for managing the day-to-day operations of Fargo’s public parking assets, comprised of on-street parking areas around Downtown Fargo as well as up to five parking ramps and five parking lots. A map of relevant parking facilities can be found in **Attachment B**. A breakdown of each off-street parking facility, the address, and number of parking stalls can be found in **Table 1** below.

Table 1: Fargo Parking Facilities

Parking Facility	Address	Number of Parking Stalls
NP Avenue Ramp*	636 North Pacific Avenue	461
Civic Center Ramp	411 Second Avenue	242
GTC Ramp	502 Northern Pacific Avenue	186
Mercantile Ramp*	410 Fifth Street	354
Roberts Common Ramp	217 Roberts Street	460
3 rd Street Lot	320 Machinery Row Avenue	146
4 th Street Lot	20 Fourth Street	167
Main Avenue Lot	501 Main Avenue	60
C1 Lot	222 Fourth Street	30
C2 Lot	401 Third Avenue	40

* Public-private partnership (P3) parking facility that will require a separate, but similar, contract with the City’s third-party development partner as required by State of North Dakota Law.

In addition to these daily operational procedures, the parking Vendor will enforce on-street parking regulations and issue parking citations for on-street parking-related violations in partnership with the Fargo Police Department. While the Fargo Police Department will retain primary authority over enforcement proceedings, it is the City’s intent the parking Vendor will have the authority to tow vehicles and issue tickets and adjudicate appeals for Municipal Code parking violations.

Section C – Budget / Reimbursable Expenses

Within thirty (30) days of contract execution, the Vendor shall submit to the City for approval, an annual budget of projected costs for the municipal parking operation. The budget shall be submitted each year on a date approved by the appointed contract administrator. The annual budget must be approved in writing by the appointed contract administrator. The budget shall include the following items:

1. Salary costs for managers and wages for all other employees according to classification supporting this agreement.
2. Employee benefit cost, which includes, according to category, FICA, City Occupational Tax, Worker Compensatory Tax, and all other city approved employee benefits.
3. All other approved categorized expenses as allowed by this Agreement, which include, but are not limited to:
 - Security
 - Off-Duty Police Officers - Event traffic control
 - Uniforms
 - Ticket inventory for revenue access control system
 - Telephone (landline, fax, and manager/supervisor cellular phones)
 - Postage
 - Transponders, hang tags, or other approved devices used to manage monthly parkers
 - On-site office equipment and supplies
 - Receipt paper roll inventory for revenue control system(s)
 - Parking access control equipment repair and preventative maintenance
 - Payment systems repair, PCI compliance, and preventative maintenance
 - Armored car service
 - Enforcement supplies or services
 - Audit supplies or services
 - Cleaning and janitorial equipment and supplies
 - Power sweeping
 - Power washing
 - Snow and ice removal services and resources
 - Trash and graffiti removal
 - Striping (line painting), curb painting and island painting
 - Signage
 - Sign installation and repair
 - Customer refunds
 - Itemized Miscellaneous Expenses

- Insurance premiums and deductibles (not to exceed \$10,000 per claim) established by Vendor required under this Agreement and specifically allocable to this Agreement
- Management fees
- Itemized Miscellaneous Expenses not included in the annual budget must be approved in writing by the appointed contract administrator
- Utilities

Amendments to Budget

Amendments, changes, or modifications to the budgets can be made only by written request by the Vendor and written approval by the appointed contract administrator. These amendments must be approved prior to any expenditure in the modified item. Said approvals shall not be unreasonably withheld.

Reimbursement of Monthly Expenditures

The City will reimburse the Vendor for the approved operating expenses (listed previously within this section). The Vendor shall maintain complete original files and journals of all cash disbursements, including payroll, at a location available for review by the City within 24 hours' notice. The following procedures pertain to the cash disbursement system:

1. All payroll expenditures will be recorded in a register and supported by approved time cards.
2. All fringe benefit and payroll tax payments must be supported by pertinent tax returns and cash disbursements or accounts payable records.
3. All disbursements will be supported by voucher files that include original invoices and receipts (scanned copies of originals will suffice). Invoices and receipts that are illegible, not dated or labeled will not be reimbursed. If the appointed contract administrator has a question on the legitimacy or accuracy of an item to be reimbursed, the item will not be reimbursed until it can be confirmed by the appointed contract administrator.
4. No later than the 15th day of the following month, the Vendor will submit the previous month's expenditures to the City for reimbursement, along with the previous month's revenue report(s). Reimbursement to the Vendor from the City will be made within thirty-five (35) days of receipt and approval of expenses by the appointed contract administrator. Expenditures submitted to the City will include the original invoice or receipt (scanned copies will suffice) showing date paid and Vendor voucher number and specify the approved budget line item. Expenditures that have not been approved by the appointed contract administrator will not be reimbursed. The expenditure report will show the approved budget, monthly and cumulative expenditures for each budget line item. No expenditures exceeding the budget or in variance with the budget will be processed for reimbursement until the expenditure has been justified and approved by the appointed contract administrator. Incomplete or inaccurate expenditure and financial packages will require the Vendor to resubmit proper documentation, including a newly dated original

invoice reflecting the date in which the packages were deemed complete and acceptable by the City.

Excluded from Reimbursement

The following items are expressly excluded from reimbursement as operating expenses under the Budget. These items shall be provided, if applicable, by the Vendor at their own expense:

1. Executive and administrative level overhead expenses not previously approved
2. Office equipment, including furniture and computers
3. Costs of repairs for damaged City property caused by Vendor's negligence
4. Travel expenses outside the City of Fargo
5. Entertainment expenses
6. Professional memberships and subscriptions
7. Losses and expenses associated with theft or robbery of operations revenue
8. Losses and expenses associated with employee theft, shortage, or mismanagement

Section D – Records & Reporting

1. The following daily or continuous records and reports for each public parking zone will be maintained and available for inspection by the City:
 - a. Daily total count of all vehicles utilizing (entering, exiting)
 - b. Daily total sales receipts (cash, smart card, credit card and monthly transactions)
 - c. Daily combined recap of all cashier booth and pay-station activity
 - d. Daily account of monthly permits sold (Vendor to supply, sell and control use of all permits)
 - e. Daily account of all ticket validations, discounted tickets, and miscellaneous revenue received
 - f. Daily report of all operation incidents (including security)
 - g. Garage / lot closure log detailing specific times and reasons for closures excluding on-street assets

2. Monthly records and reports. The following information for each public parking zone will be reported monthly to the appointed contract administrator:

By the Third (3rd) business day of the following month:

- Preliminary Total Gross Revenues, by category (i.e., hourly, daily, special event, long-term, monthly), for the previous month.

By the Fifteenth (15th) calendar day of the following month:

- Cover letter summarizing any significant variances in revenue and expenses and any significant abnormalities occurring in the municipal parking operation during the month
- Profit and Loss Statement by month and year to date – Total Gross Revenues by category & Expenses by category
- Revenue Summary Report(s)
- Including colored graphs indicating current month vs. same month prior year
- Detailed Deposit Report(s)
- Payroll Distribution Report
- Annual Budget Roll-up Summary
- Monthly Parker Billing Detail
- Monthly Parker Accounts Receivable Detail
- Aging Account Receivables Report
- Variance report of revenues and expenses - Current month vs. budget, YTD vs. budget, and current month vs. same month prior year
- Ticket Summary report detailing by date all tickets issued and collected by category along with missing tickets
- Monthly expenditure report by budget item showing current month and year-to-date
- Copies of original invoices supporting the expenditures
- Citation Summary (issued, revenue, and outstanding)

- Occupancy report generated from revenue control software
3. The Vendor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the fifteenth (15th) of each month and shall deliver other accurate reports no later than the agreed upon schedule of time. The Vendor will reconcile total monthly receipts with Finance and Administration accounting no later than the fifth (5th) of the month.

In addition to the reports listed previously, the following reports are to be maintained by the Vendor and released to the City upon request.

- a. Counter logs (gates, ticket dispensers and loop counts if applicable)
- b. Cashier shift reports
- c. Bank deposit reports
- d. Monthly parking database including free and discounted parkers
- e. Ticket inventory (received and issued)
- f. Non-sufficient funds (NSF) check report/log

The appointed contract administrator must approve all Vendor reports.

4. Originals of all settlement sheets, cashier shift reports, deposit slips, and tickets separated by shift will be stored at a secure location available with 24 hours' notice for a minimum of three years and made available at any time for review by the City.
5. A cash receipts journal system will be maintained at the Vendor's office sufficient to record daily deposits and revenue types. This journal will be used to provide daily transient and monthly deposit information at any time to the City.
6. The Vendor will maintain a list NSF checks up to one year old. The City will report to the Vendor any NSF checks verified by the bank. The Vendor will attempt to collect a twenty (\$20.00) dollar NSF fee from the customer. Active collection efforts will be used by the Vendor for up to sixty (60) days. After sixty (60) days, un-collected checks will be returned to the City with a detailed explanation of all collection efforts.

Section E – Maintenance

Within thirty (30) days of contract execution, the Vendor shall submit to the City for approval a maintenance and cleaning plan for all parking facilities, as outlined in Table 1. The maintenance and cleaning plan must be approved by the appointed contract administrator. The maintenance and cleaning plans should follow the schedules outlined in **Attachment D** and should include, but is not limited to, the following:

General Maintenance

The Vendor will be responsible for general maintenance tasks to ensure parking facility, functionality, and safety. General maintenance shall include, but is not limited to, the following:

- The entire facility, including driveways, walkways, islands, curbs, etc., must be power washed. The facility washing should be done during warm weather and on an on-going schedule to be approved in writing by the contract administrator.
- The entire facility must be power vacuum/swept at least quarterly or at the request of the City. The contract administrator must approve a schedule of power sweeping.
- Clean all revenue control devices at least once per week, or as needed.
- All facility interior and exterior stairwells shall be swept, vacuumed, or wet mopped at least once per week or as often as necessary.
- All Facility windows/glass shall be cleaned at least once per month, and as often as necessary.
- All walkways, islands, curb areas, and stairwells must be hand-swept at least weekly, or as needed or requested by the City. Certain areas may allow cleaning by air blower, however, must be approved in writing by the contract administrator.
- Daily check for oil and fuel leaks from automobiles. If oil or fuel leaks are identified, immediately place oil or fuel absorbing compound on all spots then sweep-up and remove the compound.
- Re-paint parking stall and drive lane lines at least once per year, or as needed.

Trash, Snow, and Graffiti Removal

The Vendor will keep parking facilities and exterior right-of-way clean and accessible by removing trash and clearing snow. Trash cans within the facility must be emptied daily. The Vendor will also be responsible for removing all graffiti at the parking facility.

All facility sidewalks, entrances, and stairwells must be kept free of any ice and/or snow. The Vendor must immediately plow any accumulated snow on the top level of parking ramps. The use of a metal plow blade is not allowed. To de-ice top levels of parking ramps only use ramp safe de-ice which shall be approved by the contract administrator. Any unauthorized use of de-ice and metal snow blade may require the Vendor to make the necessary repairs at their own cost.

Wayfinding, Signage, and Lighting

The Vendor will be responsible for installing, maintaining, and replacing any wayfinding, signage, and lighting within the City's off-street parking facilities. All wayfinding and signage must be cleaned at least once per month or as needed. The Vendor will be responsible for maintaining lighting for the parking facilities' lights and lighted signage. This includes replacing all burned out bulbs, as necessary.

Traffic Coating and Sealing

The Vendor will apply and maintain traffic coating and sealants on surfaces to mitigate wear and tear and ensure the longevity of parking facilities.

EV Charging Stations

The Vendor will be responsible for installation of any EV charging stations requested by the City of Fargo. The Vendor will maintain and manage existing electric vehicle (EV) charging stations within parking facilities. Electric vehicle charging stations must be cleaned at least once a week, or as needed. The City of Fargo currently has five level 2 ChargePoint charging stations in the Roberts Commons ramp. The Vendor will be responsible for maintaining a contract with ChargePoint for the purposes of maintenance, management, and administration of the EV chargers.

Landscaping

The Vendor will manage and maintain any landscaping in and/or around parking facilities. Landscaping should include the mowing, trimming, and weeding of natural features in or around the parking facility. The Vendor shall maintain landscaping at least once a week. This should be done to ensure parking facilities are accessible and aesthetically pleasing.

Security Maintenance

The Vendor will monitor and ensure the safety of patrons and parking facilities using security equipment. Security equipment will be maintained, tested, and repaired by the Vendor. Equipment includes facility gates and emergency call boxes. Security cameras are provided in several of the structured parking facilities by the City, and the City will provide view access to the selected vendor. All these items should be checked daily to maintain proper facility security. Emergency call boxes should be checked weekly.

Section F – Operations

Parking Citation Adjudication

The Vendor is responsible for providing the City an online and in-person customer facing interface for customers to review, pay, and appeal parking citations. The Vendor will work with the City to define business rules governing the review, payment, and appeal of parking citations. The Vendor will be responsible for administratively reviewing all parking citations that are appealed (the Level 1 stage) before they can be escalated and processed to the Fargo Municipal Court (the Level 2 stage). The online customer portion of this requirement should be integrated into the overall online customer experience for the Fargo Parking program. The online parking citation adjudication functionality should include the ability to appeal online, schedule a hearing through self-service functionality, and conduct a hearing virtually through video or audio conferencing with a Vendor representative. The in-person customer portion of this requirement may be consolidated with other required in-person customer service functions as part of this scope of services. In 2023, the City of Fargo had 1,854 parking citation appeals. In 2024, the City had 1,258 parking citation appeals. In both of these years the total number of appeals was about 10% of all issued parking violations.

Parking Citation Collections

The Vendor will provide collection services for unpaid parking tickets issued by the Vendor, those issued by the Fargo Police Department, and any other entity authorized to issue parking citations in the City of Fargo. In 2023, the City had \$134,905 in unpaid parking citations. In 2024 the City had \$107,125 in unpaid parking citations. The Vendor shall only be authorized to pursue collections on judgments, debts, liens, or other collection matters assigned to the Vendor by the City for collection. The Vendor shall not have authority to accept a compromised settlement on any account without prior written consent of the City. The Vendor shall make contact with delinquent accounts under the name of the collection agency. The Vendor shall have a detailed description of the Vendor's policy and procedure on the handling of complaints. The Vendor shall provide to the City regular monthly remittances and statements no later than thirty (30) days following the month of collection. The Vendor shall maintain records supporting each assigned collection matter. All such records (e.g., correspondence, documents, accounting records and other relative documentation) shall be made available to the City for review upon request. These records shall be maintained by the selected Vendor for a period of a minimum of 7 years after termination of the collection action on each collection matter. The Vendor shall perform all work in strict compliance with all Federal and North Dakota State laws, rules, and regulations applicable to debt collectors.

Rating Setting

The Vendor, in partnership and under the authority of the City of Fargo, will establish parking rates for the City of Fargo's off-street parking facilities. On-street parking in Fargo is currently free and is expected to remain free over the initial contract term. The City offers hourly and monthly parking rates for off-street parking facilities. The Vendor will be responsible for monitoring the parking system and recommending adjustments to parking rates commensurate with observed parking

demand. These recommendations should be made on an annual basis, at minimum. Current parking rates vary by location, as shown in **Table 2**.

Table 2: Current Facility Parking Rates

Parking Facility	Hourly Rate	Daily Rate	Monthly Rate
Civic Center Garage	\$1.75/hour	\$8.75/daily max	\$140/month
GTC Ramp	-	-	\$106/month
NP Avenue Ramp*	\$2 (first 2 hours) \$3 (2-4 hours) \$5 (4-6 hours)	\$8/daily max	\$115/month
Mercantile Ramp	Free (first 2 hours) \$3 (2-4 hours) \$5 (4-6 hours)	\$8/daily max	\$115/month
Roberts Commons Ramp	Free (first 2 hours) \$3 (2-4 hours) \$5 (4-6 hours)	\$8/daily max	\$140/month
3rd Street Lot	Free Parking (5PM – 8AM and Weekends)	-	\$80/month
4th Street Lot	\$1/hour	\$5/daily max	\$80/month
Main Avenue Lot	-	-	\$62/month
C1 Lot	-	-	\$70/month
C2 Lot	-	-	\$70/month

* *proposed rates*

Customer Service

The Vendor is expected to provide a high-level of customer service to support the City parking operations. A website, monitored toll-free live customer service telephone support phone number, and email will be supplied and posted under the customer service section. It will be the responsibility of the Vendor to respond within 24 hours to any customer inquiries, complaints, and requests for assistance. Responses will be communicated clearly and professionally on the phone, in person, or in writing. The Vendor will provide personnel trained in customer service and conflict resolution.

Banking Services

The Vendor be a merchant of record for parking citation, parking permit, and paid parking payments and will deposit all currency, coins, and/or checks at least once every month into a City authorized bank account. Deposit frequency may be revised by the City with written notice to the Vendor. Copies of all deposit records must be maintained by the Vendor and available for review within 24 hours by the City. Any alterations to this schedule must be approved in writing by the appointed contract administrator.

Program Marketing

In addition to customer service and providing a program website, the Vendor will provide marketing support to increase utilization of parking facilities, increase customer compliance with parking rules and regulations, and support the City in other aspects of communications, education, and awareness campaigns regarding the public parking program.

Parking Enforcement (Citation Issuance & Towing)

The Vendor will provide the City a comprehensive Parking Enforcement system to maintain and increase compliance with parking rules and regulations in Downtown Fargo, as outlined in **Attachment C**. Vendor will employ at least three (3) parking enforcement officers who will also be parking ambassadors to the public. Vendor should propose a parking enforcement staffing schedule and minimum staffing levels based on the size of the Downtown area and the need to enforce parking regulations Monday through Saturday between the hours of 3am and 6pm. The current parking enforcement schedule is two full-time officers overseen by a supervisor who all work Monday through Friday, 8am to 5pm. There is additional two part-time officers who's hours cover Monday through Sunday, 3am to 7am. Cross-training and collaboration with both the Fargo Police Department and Fargo Municipal Court is expected. Vendor will work with the Police and Courts on data integration and permissions, as well as the citation adjudication process. The Vendor will be responsible for enforcing all non-moving parking violations within Downtown Fargo. Enforcing parking includes issuing citations and towing/impounding vehicles. Towing and impounding eligible vehicles will be directed by the Fargo Police Department. Vendor will work with the City to confirm the hours of operation and days of week to enforce parking regulations, as well as business rules governing overall enforcement practices.

Section G – Security

Facility Security Service

As needed, the Vendor may employ a licensed and bonded professional security service approved in writing by the contract administrator. Currently, overnight walking security is provided in the City's structured parking facilities (ramps). A detailed schedule of security personnel and responsibilities must be approved in writing by the contract administrator. **Within thirty (30) days, the Vendor shall submit to the City for approval a proposed security plan for the Fargo parking facilities.** Modifications to the schedules or responsibilities must be approved in writing by the contract administrator.

Facility Security

The City will provide the vendor with card-based door access to each parking ramp facility where applicable. The Vendor will exercise extreme care to assure that ID cards, keys, combination codes, or passwords that have been assigned to the Vendor (i.e., office and to various pieces of revenue control equipment) are restricted only to those personnel needing access to perform their duties properly. The Vendor will keep a log or master list of who has keys to which doors and pieces of equipment. The contract administrator must approve the list of the authorized personnel. The vendor must ensure that any personnel with access comply with all City security and access policies. Access rights must be used only for contract-related activities and may be revoked at the City's discretion. The City has the discretion in providing the Vendor with the ability to trespass individuals from the parking facilities.

Receipts

The Vendor will require security staff to maintain and complete daily log reports for each shift. The report will include detail of facility areas monitored, specific time of monitoring, all security incidents noticed, actions taken, to respond to security, incidents, and other duties performed at specific times during the shift. These reports must be signed by the employee and supervisor at the end of the shift. Reports will be kept on file and made available for review within 24-hours by the City.

Parking Entry/Exit Tickets, Validations, & Citations

The Vendor shall be responsible for protecting, from theft or misuse, all parking entry/exit tickets, validations, and citations collected and will be held accountable for all of these purchased items. All voided tickets must be identified with a description of the reason for which it was voided. The Vendor will provide a separate reporting category for voided tickets and process them with the daily reports. All mutilated, damaged, "found" or not regularly transacted tickets will be voided and maintained in the same manner. All entry/exit tickets and validations will be stored in a locked area and dispensed by authorized personnel. The contract administrator must approve the list of the authorized personnel

Staff Daily Logs

The Vendor will require security staff to maintain and complete daily log reports for each shift. The report will include detail of Facility areas monitored, specific time of monitoring, all security incidents noticed, actions taken, to respond to security, incidents, and other duties performed at specific times during the shift. These reports must be signed by the employee and supervisor at the end of the shift. Reports will be kept on file and available for review within 24 hours by the City.

Section H – Technology and Equipment

All hardware provided under this contract must remain under active manufacturer support throughout the contract term. All software and associated licensing must be maintained, supported, and current for the duration of the contract. The Vendor must implement and maintain a vulnerability management and patching program. This includes critical vulnerabilities remediated within seven (7) days of discovery and high vulnerabilities remediated in thirty (30) days. The vendor must agree to periodic security assessments of their technology environment. At the City's discretion, this may include City-conducted vulnerability scans or third-party audit/assessment of the vendor environment. The vendor must provide reasonable access to information needed to validate security compliance.

Network Connectivity

The City will provide the Vendor with dedicated fiber optic connections (dark fiber) to help build and manage their own private internet network at the following locations: Roberts Commons (RoCo), Mercantile, Civic Center, and NP Avenue Ramps. This network can be used by the Vendor to provide connection to all relevant equipment within and surrounding the municipal parking facilities. The Vendor will be responsible for configuring, managing, and maintaining the network infrastructure required to utilize these fiber connections.

Parking Enforcement Technology

Vendor to propose option to perform on-street and off-street parking enforcement. The current operation utilizes two (2) vehicles equipped with License Plate Recognition cameras to enforce on-street parking and 2 additional vehicles used for parking enforcement purposes. The current system utilizes Passport for permits and citation issuance and Genetec for the existing mobile LPR technology. It is the desire of the City to replace these mobile LPR devices due to age. The City would like to expand these services for existing parking conditions and possible future changes in policy for the on-street spaces and off-street locations.

The Vendor shall provide a mobile LPR enforcement system that is integrated with the mobile payment option and the monthly parker online platform system. The system shall be a camera based LPR system that is integrated with the mobile payment option and monthly parking. The Vendor shall install the system on two vehicles provided by the Vendor. When the enforcement vehicle drives through each lot or on-street parking the LPR cameras shall scan license plate numbers (LPN) for payment status, and the system shall digitally chalk vehicles. The Vendor must provide a minimum three (3) handheld units and two (2) mobile LPR system for a vehicle.

After parking citations are issued the data shall be available in real-time and the system shall allow users to pay a citation immediately through a mobile friendly website. The citation payment website shall offer multiple options to pay citations including Apple Pay and Google Pay.

Parking Citation Management System

The Vendor shall be responsible for providing, managing, and utilizing a new parking citation system to enforce parking regulations throughout the City. This includes full oversight of citation issuance,

system maintenance, and integration with current enforcement practices for both on-street and off-street parking areas. Vendor will be responsible for entering parking citation information into the parking citation management system from entities authorized to issue parking citations in the City of Fargo, including but not limited to the Fargo Police Department. In 2023, the City, including Fargo PD and Public Works, issued 7,010 parking citations, which was 37% of the total parking citations issued in the City. In 2024, the City issued 6,290 parking citations or 49% of the total amount of parking citations in the City.

The proposed solution must integrate seamlessly with the proposed mobile payment system, mobile enforcement, and digital permitting system to facilitate citation management and financial reporting. Vendors will also be required to integrate with the mobile LPR enforcement system, which has yet to be selected. All associated one-time and recurring integration costs will be the sole responsibility of the Vendor and should be included within the financial proposal.

System activity must be logged and tracked for all users, with the ability to generate comprehensive audit reports of user actions. The City must retain complete control over password management, including the option to add, delete, or revise network administrator-established passwords. Furthermore, the system should log each password event with user identification details whenever access is gained. Robust protocols and password protections must be in place to prevent unauthorized software or hardware access and manipulation of data and reports, ensuring security even at the level of individual transactions.

Multiple levels of access authorization are required across all operational, administrative, and reporting functions. The system should offer security features such as user and group-based access definitions, unique user IDs and passwords for every authorized person, the ability to set expiration periods for passwords and require periodic changes, and automatic disabling of user IDs after successive failed log-on attempts. Additionally, administrators should have the ability to view and report on user and group-level security rights and create custom, user-defined fields. Any authorized changes or updates must generate an audit trail and corresponding report.

The system must offer robust data querying capabilities, allowing searches by parameters such as name, customer number, permit number, vehicle, license plate, citation number, appeal number, location, or event. Integration with BMV/DMV interfaces is required for vehicle registered owner information and holds, and Vendors must state their ability to retrieve tag ownership data from other states as permitted by law, listing applicable states in their proposal. Automated task scheduling features must be included, such as updating customer information from data imports, and customizable screen views tailored to individual user job tasks should be supported.

Email management functionality is essential. The system should support the scheduling of auto-generated emails and the ability to monitor and audit outgoing email batches and bounce backs. Both HTML and text email formats must be supported, with no character limits for the body of the email. The system should allow graphics or images to be incorporated and various file types, including PDFs, attached to emails. Sending emails directly from the customer account page must be possible.

Letter and statement management is another critical feature. Vendors are expected to provide samples of customer letters and collaborate with the City to develop custom letter templates. Letters and statements should be customizable and deliverable via mail, text, email, or direct upload to customers. The system must support citation and hearing letters containing relevant customer, fee, citation, and hearing information. Outstanding citation letters and transfers to the City's adjudication process should be auto-generated or pre-scheduled, with automatic letter generation based on pre-programmed rules such as the number of days overdue, citation volume, or amounts owed.

Citation management requires flexibility, including the ability to create unique citation types with violation descriptions, set and adjust fine amounts, and generate custom fields with dropdown menus for comments. The ability to attach images to citations and allow customers to view these images within their account is necessary. Issued citations should be automatically stored in a sortable, searchable database, with clear identification of searchable fields by the Vendor. Unpaid citation data must be transferable to third parties, such as collections agencies, both manually and automatically.

Customers should have the capability to appeal citations online or via email, with the option to attach up to three supporting documents in common formats such as JPEG or PDF. During adjudication, citations can be upheld, fines reduced, overturned, or downgraded to warnings. The system should also allow for saving, editing, downloading, and scheduling queries. Penalties for outstanding citations should be automatically calculated and applied according to the City's fine schedule and municipal code. Automatic checks of Ohio and out-of-state DMV records for the most recent registered owner address, based on license plate number, are mandatory. Letters reflecting updated fines must be automatically generated and mailed according to the City's escalation schedule.

Legacy citations will need to be transferred to the new system to enter the collection process. For payment processing, the system must support all applications and software capable of handling Card Not Present transactions, with real-time payment processing and identification of credit card types. The Vendor will serve as the Merchant of Record for parking citation payments. Accepted payment methods must include Visa, MasterCard, American Express, Discover, and bank-issued debit cards affiliated with the aforementioned brands. The system should produce customizable receipts and utilize hardware, software, and system components that comply with PCI DSS and EMV standards, with the credit card gateway included in PCI P2PE. Credit card authorization should occur in real time.

Permit Management System

Vendor to propose parking permit system for on-street parking, parking lots and off-street parking ramps. The City currently uses Passport for permits, but Vendors can propose other solutions as preferred.

The monthly permit platform may utilize the mobile payment platform solution if advantageous to the City and meet the following requirements. The Vendor must provide an online monthly permit

portal that can be integrated with the proposed enforcement system using license plate information, on-street operations, and off-street locations. The system must allow users to purchase and manage their monthly parking permits for on-street parking online. It must be easy to use and understand, with clear instructions and prompts. The system must be secure and protect user data. It must also be reliable and available 24/7. The system must allow:

- View a map of all available parking zones and select a parking zone to purchase a monthly permit.
- View their current monthly permit status and renew their monthly permit online.
- Be integrated with existing parking enforcement systems to ensure that users with valid monthly permits are not ticketed.
- Use license plate information as the main credential for users.
- Support multiple payment methods, including credit cards, debit cards, and mobile wallets.
- Use strong encryption to protect user data.
- Have measures in place to prevent fraud and unauthorized access.
- Handle a large number of concurrent users.

The Vendor shall provide secure access for authorized city personnel to the Vendor's web-based reporting application to provide financial accountability, reporting, ad hoc querying, and revenue reconciliation. The system shall provide banking and accounting processing reports and reconciliations to ensure funds are distributed appropriately and timely. The Vendor shall be the Merchant of Record.

Payment Merchant of Record

As part of the City's requirements, the selected Vendor will serve as the Merchant of Record for all payment transactions related to on-street and off-street parking—including monthly permits, citation payments, and other applicable fees. This designation entrusts the Vendor with comprehensive responsibility for processing, managing, and reconciling all financial transactions within the parking system. The Vendor will be charged with the duty of handling the contractual obligations necessary to support this role, including but not limited to establishing and maintaining relationships with payment processors, ensuring compliance with all financial and legal standards, and facilitating timely distribution of funds to the City.

By assigning the Merchant of Record role to the Vendor, the City expects the operator to assume accountability for all aspects of payment acceptance and management. This includes the collection of payments across multiple platforms and channels, the administration of refunds or chargebacks, the oversight of payment security and fraud prevention measures, and the resolution of any disputes that may arise. The Vendor must be prepared to put in place all required agreements and contracts with banking institutions, credit card companies, and payment gateway providers, as well as to ensure the system meets all regulatory requirements for payment processing.

Digital/Mobile Payment Platform

The Vendor shall provide a contactless mobile payment platform for possible future on-street implementation (or permits) and for integration with PARCS system. This system shall use the parkers license plate as the credential. Once a parking session is activated, the license plate shall be recorded as valid. The Vendor shall provide, maintain, manage, and support all aspects of the system. The Vendor will be responsible for the design, delivery, and integration of all systems for the management of all areas of the project. The Vendor will bear all technical, operational, integration, implementation, and functional responsibility.

The Vendor shall provide the following payment options for customers: smartphone application, text-to-pay option, and mobile web. The Vendor shall provide payment options through Google Wallet and Apple Pay. The system shall accept, at minimum Visa and MasterCard credit cards and debit cards, and at most also include American Express, and Discover credit cards and debit cards.

The Vendor shall provide a system that meets the following requirements:

- The customer will be informed at a predetermined time of the expiration of their paid parking session.
- Allows purchase of additional time not past the maximum time allowed.
- The application should include easily accessible parking history data that records the license plate number used for each transaction
- Does not allow purchase when desired time includes restricted parking periods or other restricted times.
- Allows for prepayment of parking
- Includes a feature to allow business owners to validate parking or provide a coupon code for discounted and free parking

The Vendor shall provide toll-free live customer service telephone support 24/7/365 for all aspects of the system including, but not limited to Registration, Correcting customer transaction errors (i.e., wrong license plate number, space number, location code, duration, etc.), and Parking transaction and charge dispute resolution.

The Vendor's system shall allow customers to enter validation or coupon codes to discount parking fees. The system shall feature a web portal where property owners and businesses can login and purchase validations. Validation codes shall allow a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. The System shall provide auditable tracking of validation or coupon codes.

The Vendor shall allow the option to charge customers a convenience fee during a transaction, or the Vendor shall directly charge the convenience fee to the owner to pay. The fee must be clearly communicated at registration and at time of transaction. The purpose of the fee is to recoup installation costs, credit card processing fees, enforcement integration, and ongoing program development.

The Vendor shall immediately notify the city via email and/or phone of any errors or system interruptions that arise during the contract.

The Vendor shall provide real-time transaction information (at a minimum License Plate, Start Time, End Time, and Location) to the enforcement system using an application programming interface (API). The Vendor is responsible for all fees and expenses associated with the API between the mobile payment and enforcement systems.

The Vendor shall provide secure access for authorized city personnel to the Vendor's web-based reporting application to provide financial accountability, reporting, ad hoc querying, and revenue reconciliation. The system shall provide banking and accounting processing reports and reconciliations to ensure funds are distributed appropriately and timely. The Vendor shall be the merchant of record.

The Vendor is required to perform Quality Assurance testing of the integrations before implementation.

All signage digital proofs shall be provided within two (2) weeks after notice to proceed has been issued. The Vendor shall have the ability to be responsible for sign fabrication and installation. Determining the responsible party for this function will be determined in the contract negotiation process.

Upon award, the Vendor shall provide a comprehensive project implementation plan for designing and delivering mobile payment services.

Off-Street PARCS (Parking Access and Revenue Control Systems)

The City currently has the following PARCS system and Cameras at each location:

- **Mercantile Ramp:**
 - 2 entry lanes and 2 exit lanes
 - LPR cameras at all lanes
 - 3 CCTV cameras
- **Civic Center Ramp:**
 - 1 entry lane and 1 exit lane
 - LPR cameras at all lanes
 - 2 CCTV cameras
- **Roberts Common Ramp:**
 - 2 entry lanes, 2 exit lanes and 1 Bike Cage
 - LPR cameras for entries and exit lanes
 - 3 CCTV cameras
- **GTC Underground Parking Ramp**
 - 1 entry access equipment and 1 entry lane
 - Parking gate and roll up doors

The Vendor shall present options for replacing the current PARCS equipment (CCTV cameras will remain – see section below on Security Cameras requirements). Ownership of the system will remain with the Operator; additionally, the selected operator will be responsible for operation and maintenance.

The City encourages the exploration and suggestion of the latest PARCS technologies, including both gateless and gated solutions, with the understanding that any recommended approach must uphold or increase current revenue streams and ensure the seamless regulation of all parking facilities. The City requires the Operator to select technologies that are supported by the manufacturer. This includes all licenses and service agreements between the Operator and the Merchant. The system shall require at a minimum:

- Collection with Credit Card payments only (and functionality to accept Apple Pay and Google Pay options).
- Intercom system
- Options for validations
- QR code scanners
- QR code payments using the parking ticket for QR codes or standalone signs.

The selected operator will be accountable for carrying out day-to-day operations and for coordinating all required maintenance of the installed equipment. To ensure a robust selection process, the operator is required to present at least two (2) PARCS Vendor solutions during the Request for Proposal (RFP) stage, providing alternatives should one solution not fully meet the City's requirements or preferred solution.

Each proposal must include comprehensive pricing for the complete replacement of all necessary equipment in the specified parking structures, as well as ongoing software licensing and maintenance obligations. All costs should be detailed thoroughly and presented for a five-year period, giving the City a clear understanding of the long-term financial commitment. This includes, but is not limited to, hardware replacement, installation, software updates, technical support, and regular preventive or corrective maintenance services.

The City expects a transparent breakdown of capital and operational expenses for both hardware and software, along with any options for system upgrades or enhancements over the contract term.

Security Cameras (Off-Street)

The selected operator shall assume comprehensive responsibility for the management and reporting related to the security camera system installed within all designated parking facilities. The operator is expected to regularly observe live CCTV camera feeds, maintaining a vigilant watch for any suspicious activities, security concerns, equipment malfunctions, or incidents involving staff, users, or property. The City will provide the operator with view-only access to building security camera feeds. These feeds will be available for each parking ramp outlined in the contract. Daily visual inspections of all camera units must be conducted to confirm that they are correctly positioned, unobstructed, and functioning as intended. Any faults or maintenance needs identified

during these inspections should be documented and immediately reported to the City for prompt resolution.

The operator is also required to develop, implement, and routinely update emergency response protocols for a variety of possible scenarios, including unauthorized access, vandalism, theft, suspicious behavior, or threats to public safety. In the event that an incident requires intervention, the operator must be prepared to contact the appropriate authorities or emergency services in accordance with the severity and nature of the situation.

Ongoing coordination with the City's designated personnel is essential, particularly when reporting issues such as technical failures, suspected tampering, or other circumstances that require intervention or repair. The operator should also participate in periodic security and safety audits and provide recommendations for potential improvements or adjustments to the camera system based on observed patterns or emerging risks. The operator should correspond with the Fargo Police Department if the operator needs to access any previous feeds.

Section I– Data and Cyber-Security

The parties agree that all rights, in and to City Data, shall remain the exclusive property of City, and Vendor has a limited, nonexclusive license to access and use this Data as provided in this Agreement solely for the purpose of performing its obligations hereunder and for contractual obligations arising from name and address acquisition agreements or otherwise required by law.

All End User Data and City Data created and/or processed by the Vendor or subcontractor is and shall remain the property of City and shall in no way become attached to the Vendor, nor shall the Vendor have any rights in or to the data of the City of Fargo.

A Service Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or Intellectual Property, except as expressly stated in the Agreement.

The City retains the right to use the Vendor or Vendor's services to access and retrieve data stored on Vendor's or Vendor's services infrastructure at any time at its sole discretion for the duration of the Agreement. The Vendor is required to keep all data related to the municipal parking system on a government cloud in a data center located in the United States of America.

Proposal Submittal Requirements

Submittal Format

Proposals shall include the following information pertaining to each Vendor:

A. PROPOSER'S INFORMATION

- Company name, address, email, phone number, primary contact, and website of the company submitting the response.
- List of professional services for which the company would like to be considered corresponding to the services listed.

B. PROPOSED MANAGEMENT AND OPERATIONS PROCEDURES

- List of all services, data, and company equipment that would be used to fulfill the Scope of Services as defined in this RFP.
- A proposal for staffing levels during hours of operation for each of the off-street parking facilities managed by the operator.
- A proposal for how the Vendor will upgrade the Parking Access and Revenue Control Systems (PARCS) equipment, software, and other technologies to successfully deliver the services outlined in this RFP. The Vendor must provide technical specifications, and fee estimates from three (3) different Merchants for the proposed PARCS equipment. Fee estimates should clearly itemize all costs and fees associated with the PARCS equipment. The fee estimate shall detail the costs of the Vendor procuring PARCS equipment directly from the Merchant compared to the costs of the selected Merchant procuring equipment on the City of Fargo's behalf and amortizing said cost over the life of the contract. Additional information regarding the PARCS equipment may be included at the Vendor's discretion. The Vendor must disclose any and all financial interests, relationships, or affiliations that exist between the Vendor and each of the PARCS Merchants proposed. This includes, but is not limited to, ownership stakes, commission agreements, partnership agreements, or any other form of financial benefit. The Vendor must make their PARCS recommendation in good faith and based on the suitability and performance of the equipment for the project requirements. By submitting a proposal, the Vendor agrees to these terms and acknowledges that failure to comply with the disclosure requirements may result in penalties, including but not limited to, contract termination. The City of Fargo will not be required to implement the selected Merchant's recommended hardware or software to commence with the selected parking operator services. Parking operator services shall be independent of the selection, procurement, and implementation of PARCS equipment.
- A procedure for ensuring the daily deposit of receipts/funds into the bank account(s) designated by the City of Fargo.
- A proposal for off-street parking management and special event strategies.
- A proposal for security services at each of the Vendor-operated parking facilities.

- A proposal for parking compliance management and enforcement of on-street parking facilities in the City of Fargo, as illustrated in **Attachment C**.
- A proposal for an adjudication process that enables customers to contest issued citations and includes an administrative review process before transferring adjudication to the municipal court system.
- A proposal for ticket revenue collections to include a notification process and scofflaw action, including a detail of collection experience (percent of ticket revenue after dismissal) for comparable clients where on-street parking enforcement is managed.
- A proposal for arrangements to handle vehicle towing services in the City of Fargo that adheres to the State of North Dakota statutes and minimum requirements. Vehicle towing services should also include coordination with Fargo PD authorities.
- The proposal needs to contain at least three (3) recent references from municipalities or parking authorities of comparable size.
- The proposal must include the Proposer's financial statements for the last five (5) years.
- A confidential budget proposal outlining all costs including PARCS and other startup costs and ongoing equipment needs, staffing, management fees, and other items. See Budget Template requirements below for more instructions pertaining to Operating Expenses. Proposers shall fill out the provided budget template(s) (**Attachment A**) pertaining to staffing and operations costs and include in the Bonfire application.
- Submittal of the included City of Fargo Hosting Questions (**Attachment E**)

C. QUALIFICATIONS AND EXPERIENCE

- Number of years your company has been in business under its present business name. If applicable, other names which your organization has been known and the length of time known by each name.
- Identify the company's representative who will be the main contact.
- Include recent examples of projects completed.
- Include at least five (5) current references. The reference must include a name and phone number of the primary contact for that reference. Project references should be similar in characteristics to the Fargo Parking Program. ***If the company has worked with the City of Fargo in the last three years, this must be listed as one of the references.**

Evaluation Criteria / Selection Criteria

All Proposals received on time will be opened in a non-public setting. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

QUALIFICATION AND EXPERIENCE – 25 Points

- The experience and expertise of the firm meets and exceeds the criteria as defined in 5. *Minimum Candidate Qualifications* listed below.
- The Vendor demonstrates a high level of quality and experience of its individual team members.
- Identified references have similar characteristics to the Fargo Parking Program.

PROFESSIONAL SERVICES PROVIDED – 50 Points

- The list of professional services the Vendor offers is aligned with the 6. *Scope of Services* items as described.
- Vendor displays thorough knowledge of the project scope.

BUDGET TEMPLATE – 25 Points

- The total cost of Vendor-provided service is reasonable and competitive and satisfies City goals and constraints.
- The budget information has been prepared with clarity and simplicity.

The City reserves the right in any or all submittals, to reject, to waive any technical defects or irregularities, or to accept what is, in its judgment, the submittal(s) which is in the City's best interest.

Minimum Vendor Qualifications

Vendors must be able to demonstrate the following minimum qualifications:

- Must at least have a US-based headquarters, and the majority of its staff must be based on the United States of America.
- Be free from any legal and regulatory matters that might prevent fulfilling the terms and conditions of the executed contract.
- A minimum of five (5) continuous years of successful experience operating at least five (5) similar municipal parking operations overseeing off-street and on-street parking management, permit issuance, parking enforcement, meter collections, citation adjudication, collections processes, and other duties as described in Service Requirements below.
- Employ and maintain a qualified and experienced project manager with a minimum of five (5) years of experience in the management, operation, and maintenance of parking ramps, surface parking lots, and an on-street parking system to perform the duties required in this executed contract.
- Documented experience of five (5) or more years with TIBA systems, Passport and Genetec, or similar revenue control systems, including integrated pay-in-lane and pay-by-space/plate automated pay stations.
- Documented experience operating and managing License Plate Recognition (LPR) systems.
- Documented experience with Municipal Parking Enforcement, Citation Adjudication Processes, and Revenue Collection Processes.
- Documented experience with parking services and facilities serving public transit-oriented developments.
- Documented experience with parking services and facilities serving mixed-use developments.

City of Fargo Responsibilities

The City of Fargo will shall have the following responsibilities related to the City's parking management operation:

- Provide Vendor a City staff member main point of contact to serve as Contract Administrator.
- Provide Vendor City-leased office space for staff and customer activities related to the parking program. Current leased office space is located at the Mercantile Parking Ramp.
- Provide dedicated fiber optic connections (dark fiber) between designated parking ramps and facilities including Roberts Commons (RoCo), Mercantile, Civic Center, and NP Avenue Ramps.
- Establish and/or approve parking facility operating rates and hours of operation.
- Provide Vendor with two (2) gas powered Go-4 scooters for the purposes of parking enforcement operations. One scooter is a 2025 model, one is a 2016 model with nearly 10,000 miles on it.
- Provide the necessary authorizations to execute this scope of work.

Insurance Requirements and Indemnification

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Contractor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City of Fargo, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Contractor will maintain business automobile liability covering liability arising out of any auto (including owned, non-owned and hired vehicles). Coverage will include Owner as an Additional Insured and the policy shall include Waiver of Subrogation. Minimum Limits: \$2,000,000 combined single limit each accident.

Workers' Compensation and Employers Liability Insurance. The Contractor shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of North Dakota. Additionally, the Contractor shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Garage Keeper's Liability Insurance. The Contractor will maintain a Garage Keeper's Liability policy covering any and all automobiles that are parked at the Premises by Contractor's attendants or for which a bailment otherwise is created, with limits of liability not less than \$2,000,000 per occurrence. This coverage may be incorporated into either the General Liability Policy, the Auto Liability Policy or it may be written on a "stand alone" basis. Owner shall be named as an Additional Insured by endorsement and the policy shall include a Waiver of Subrogation.

Cyber and Privacy Liability Insurance. The Contractor shall maintain Cyber and Privacy Liability Insurance with limits of not less than \$2,000,000 per occurrence and in the aggregate. Coverage shall include data breach, network security, and privacy liability arising from the Contractor's operating of parking management systems or processing of customer payment information.

Umbrella (Excess) Liability Insurance. The Contractor shall maintain Umbrella or Excess Liability Insurance on a follow-form basis over the primary Commercial General Liability, Commercial Automobile Liability, and Employers Liability policies. Coverage shall be written on an occurrence basis and provide limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. The policy shall include the same Additional Insureds and Waiver of Subrogation provisions required for the underlying policies. Coverage shall be no more restrictive than the underlying insurance and shall apply prior to the exhaustion of any self-insured retention maintained by the Contractor.

Commercial Crime Insurance. Contractor will maintain a commercial crime insurance policy providing coverage for the loss of money or securities due to: employee dishonesty, forgery or alteration of negotiable instruments, a loss inside and outside the premises or banking premises, computer fraud or the good faith acceptance of counterfeit money orders or paper currency. Said policy shall have minimum limits of \$1,000,000 per occurrence.

Subcontractor's Insurance It shall be the responsibility of the Contractor to ensure that subcontractors maintain:

- A. **Commercial General Liability Insurance** with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Fargo as an additional insured; and
- B. **Worker's Compensation Insurance** with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of North Dakota and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.
- C. **Commercial Automobile Liability Insurance.** The Subcontractor will maintain business automobile liability covering liability arising out of any auto (including owned, non-owned and hired vehicles). Coverage will include Owner as an Additional Insured and the policy shall include Waiver of Subrogation. Minimum Limits: \$2,000,000 combined single limit each accident.
- D. **Garage Keeper's Liability Insurance** with limits of liability not less than \$2,000,000 per occurrence covering any and all automobiles that are parked at the Premises by Subcontractor's attendants or for which a bailment otherwise is created,. This coverage may be incorporated into either the General Liability Policy, the Auto Liability Policy or it may be written on a "stand alone" basis. Owner shall be named as an Additional Insured by endorsement and the policy shall include a Waiver of Subrogation.
- E. **Commercial Crime Insurance.** Contractor will maintain a commercial crime insurance policy providing coverage for the loss of money or securities due to: employee dishonesty, forgery or alteration of negotiable instruments, a loss inside and outside the premises or banking premises, computer fraud or the good faith acceptance of counterfeit money orders or paper currency. Said policy shall have minimum limits of \$1,000,000 per occurrence.

The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured. The Contractor shall name the City of Fargo, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement for all of the above insurance policies including but not limited to the Commercial General Liability, Auto Liability, Garage Keepers Liability, Cyber and Privacy Liability, Commercial Crime Liability and Excess Liability insurance policies and the certificate of insurance will include this specific language along with a copy of the endorsement. The Contractor shall also require that any subcontractor name the City of Fargo, its elected and appointed officials, employees, agents, and representatives as additional insureds by endorsement on all of the insurance policies named above.

Certificates of Insurance. Upon the execution of this Agreement, the Contractor shall provide certificates of insurance to the City of Fargo demonstrating that at the minimum coverages required herein are in effect. Contractor agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Contractor shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, and its officers, members, partners, directors, agents, employees, and affiliates from and against any and all actions, costs, claims, losses, expenses (including reasonable attorneys' fees and costs of defense) and/or damages made against or sustained by the City attributable in any way to any breach by the Contractor of this Agreement, any occurrence within the parking facilities arising due to matters within the Contractor's control, and anything arising out of the negligence or willful misconduct of the Contractor or any of its agents, servants, employees, or subcontractors from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

In the event that any action or proceeding covered by this section is brought against the City or any indemnified party, the Contractor shall defend such action or proceeding by counsel approved by the City or any indemnified party, in writing.

Regulatory and Standards Compliance

The vendor must identify and comply with all federal, state, and local laws, regulations, and industry standards applicable to the services provided under this contract.

At a minimum, this includes:

- Compliance with the North Dakota Century Code provisions relevant to information security, privacy, and data protection.
- Compliance with Payment Card Industry Data Security Standard (PCI-DSS) if the vendor processes, transmits, or stores payment card data.

The vendor is responsible for maintaining awareness of and adhering to updates or changes in applicable regulations and standards for the duration of the contract.

Upon request, the vendor must provide documentation or certification demonstrating compliance with applicable standards (e.g., PCI-DSS Attestation of Compliance, SOC 2 report, etc.).

Liquidated Damages

Repeated inaccuracies, illegibleness, or other evidence of negligent management in the distribution of reports required by this Contract shall constitute, in the sole discretion of the City, cause to terminate this agreement. The City reserves all of its legal and equitable rights with respect to any breach or default of the Agreement in addition to the liquidated damages outlined below. Due to the nature of the services provided under the Agreement, the City's actual damages in the event of certain breaches detailed below are impracticable or extremely difficult to determine. Therefore, the liquidated damages set forth below are intended to and do represent a reasonable estimate of the City's anticipated loss and administrative costs and are not intended as a penalty.

- **Operational** - Documented violations by the Contractor of any of the duties and requirements listed in this Scope of Work will result in the assessment of a \$150.00 penalty, per violation not mentioned below, which will be deducted from the Contractor's Management Fee.
- **Reporting** - For each Garage, the Contractor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the 10th day of each calendar month and shall deliver other accurate reports no later than the agreed upon schedule of time. If the Contractor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Contractor equal to the lesser of a lump sum of \$150.00 or fees of \$50.00 per page per erroneous report as fixed and agreed upon liquidated damages and not as a penalty against the Contractor for each day or fraction of a day the reports are delivered later than set forth above.
- **Deposits** - The Contractor shall deposit monies collected into the designated City bank account within 24 hours of the collection date, Monday through Friday and shall provide documentation of the date and time of the deposit transaction. If the Contractor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Contractor equal to 5% of the daily gross revenue deposited as fixed and agreed upon liquidated damage and not as a penalty.
- **Credit Card Settlements** - The Contractor will settle credit cards daily, concurrent with closing the Garage. The Contractor will send credit card settlement reports to the Department of Finance within 24 hours (Monday through Friday). If the Contractor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Contractor equal to the lesser of a lump sum of \$100.00 or fees of \$50.00 per page per erroneous report as fixed and agreed upon liquidated damages and not as a penalty against the Contractor for each day or fraction of a day the reports are delivered later than set forth above.

Request for Business Status

1. Business Entity Type

(Select one)

- ☐ Corporation (State of Incorporation: _____)
 - ☐ Limited Liability Company (LLC) (State of Organization: _____)
 - ☐ Partnership (☐ General ☐ Limited ☐ LLP)
 - ☐ Sole Proprietorship
 - ☐ Nonprofit Corporation
 - ☐ Other (specify): _____
-

2. Business Identification Numbers

Federal Employer Identification Number (EIN): _____

North Dakota Secretary of State ID No. (if applicable): _____

Note: All entities conducting business in North Dakota must be registered and in good standing with the North Dakota Secretary of State. Out-of-state entities must provide evidence of authorization to do business in North Dakota (Certificate of Authority or equivalent).

3. Current Standing

(Attach documentation from ND Secretary of State confirming active status.)

- ☐ Business is active and in good standing with the North Dakota Secretary of State.
 - ☐ Business is not currently registered but will register prior to contract award.
-

Attachment A – Budget Template

See attached excel spreadsheet.

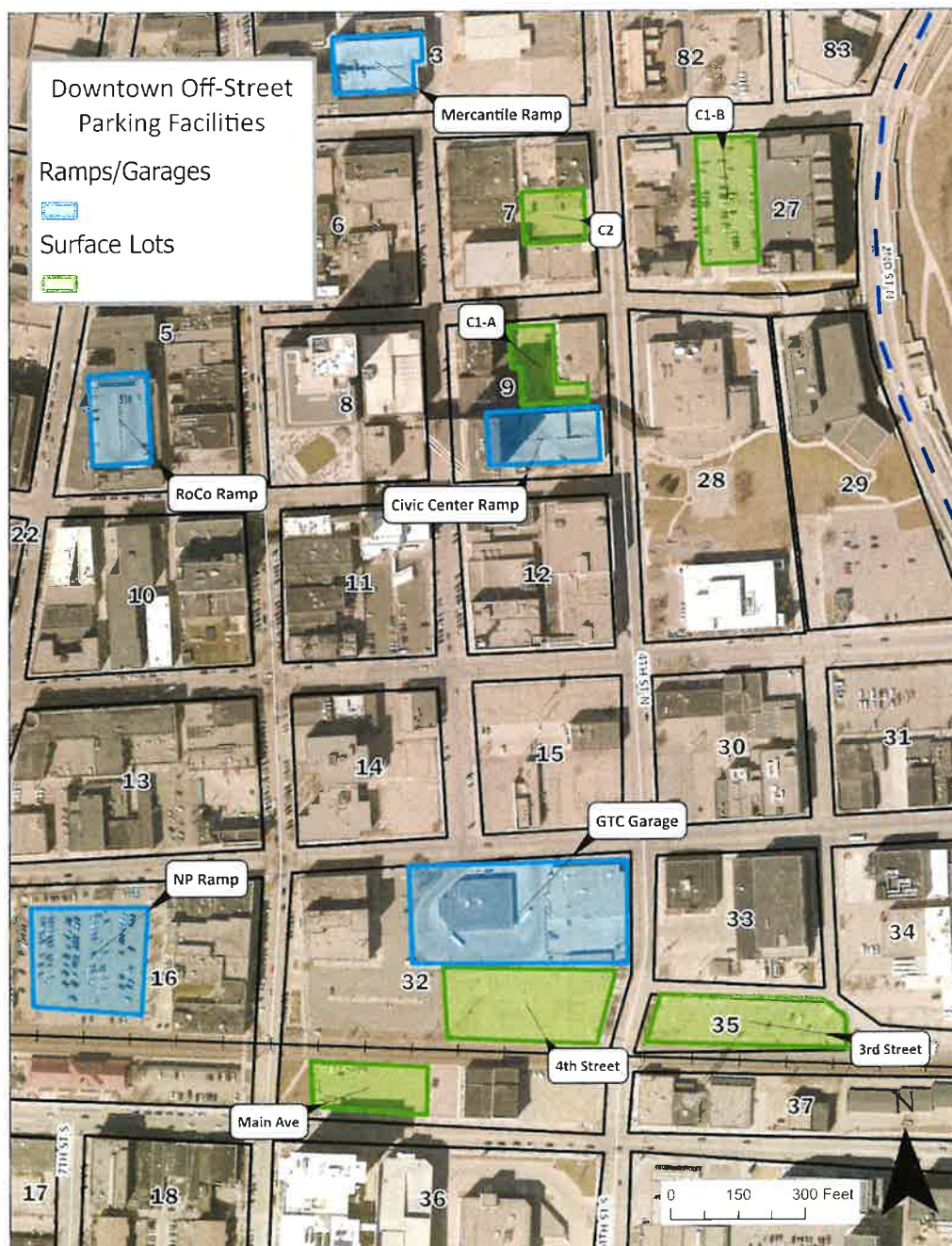
ATTACHMENT A - EXPENSE BUDGET SPREADSHEET TEMPLATE
All Facilities Parking Operation Expense Budget

Proposer Name:

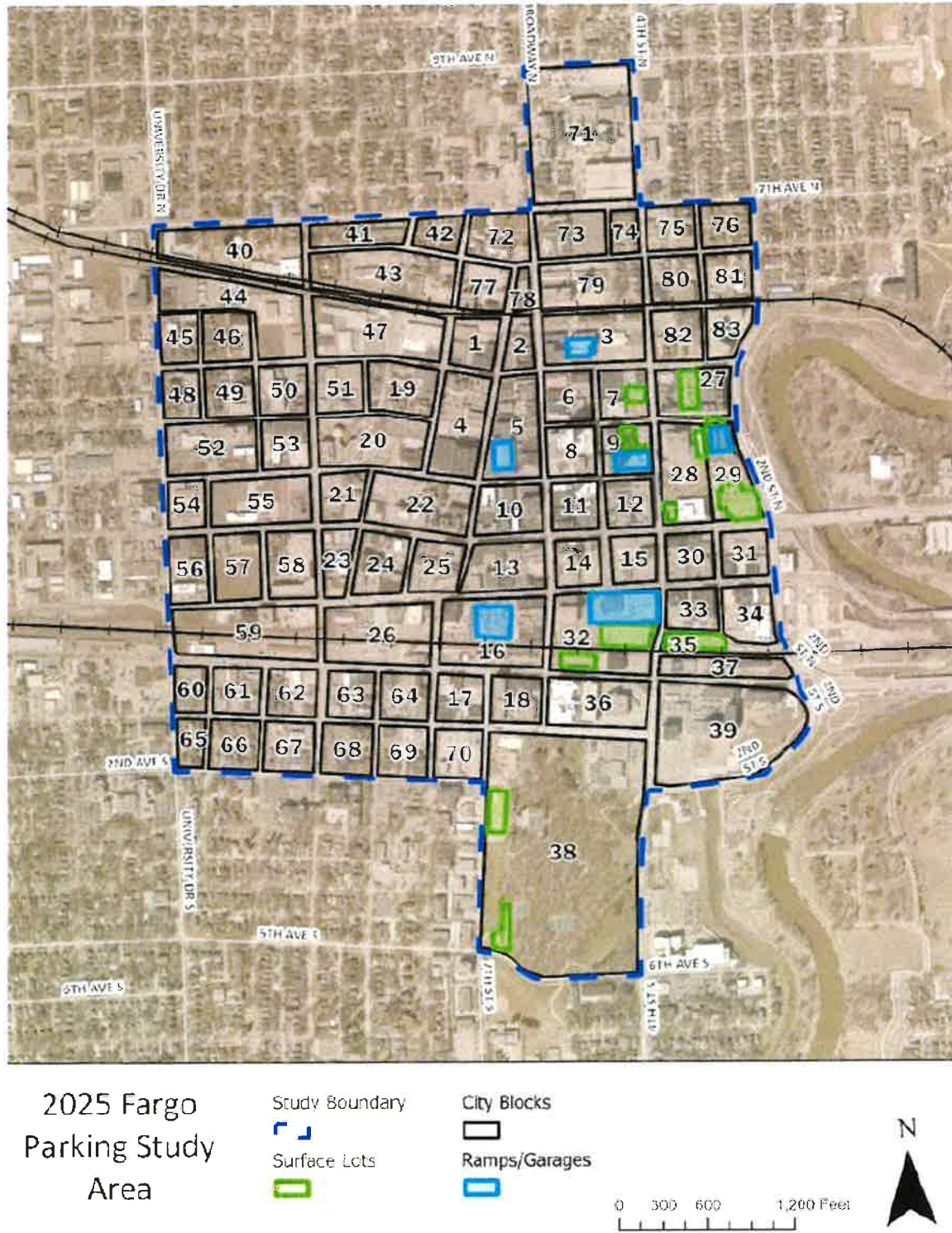
INSTRUCTIONS: Complete Budget Worksheet; Print completed Worksheet; Insert completed Worksheet under "Section B - Proposed Management and Operations Procedures" of proposal

[illegible]

Attachment B – Downtown Fargo Parking Facilities Map



Attachment C – Downtown Fargo On-Street Enforcement Map



Attachment D – Operations and Maintenance Schedule

See attached schedule on following pages.

Appendix D

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQ'D	NOTES
STRUCTURAL SYSTEMS								
STRUCTURAL SYSTEM:								
Note any observed concrete deterioration / cracking				X				
Note any observed structural steel deterioration				X				
Note any displaced or bulging bearing pads						X		
Note water leakage through cracks and joints				X				
Note precast connection cracks or deterioration or rust				X				
Detailed walk-through inspections						X		
Materials Testing for Chlorides							X	
ROOFING / WATERPROOFING:								
Check joint sealant in floors			X					
Inspect windows/doors/walls/seals			X					
Inspect expansion joints			X					
Inspect traffic membranes for wear and deterioration			X					
Inspect perimeter walls for signs of leaking			X					
Inspect underside of transfer level for signs of leaking			X					
OPERATIONAL ITEMS								
CLEANING:								
Sweep and pick up trash localized areas	X							
Sweep and/or use Leaf blower at main vehicular and pedestrian access points	X							
Sweep and pick up trash all areas		X						
Empty trash receptacles	X							
Clean restroom floors/fixtures	X							
Clean restroom walls		X						
Wipe down doors and call buttons (inside and outside)	X							
Clean elevator floors		X						
Polish stainless steel elevator doors		X						
Clean elevator door tracks in the floor sill			X					
Clean elevator walls/windows (interior)			X					
Clean elevator walls/windows (exterior)					X			
Sweep stairway floors and wipe down handrails	X							
Clean stairway windows			X					
Clean lobby/office floors	X							
Clean lobby/office windows		X						
Clean door frames			X					
Clean expansion joints			X					
Power sweep parking-area floors		X						
Remove grease and oil drippings				X				
Power wash parking/wash down- high use areas				X				
Power wash parking/wash down- all areas of floors					X			
Remove cobwebs, infestations		X						
Check for graffiti	X							
Remove graffiti		X						
Remove ponded water (squeegee to floor drain or vacuum up)								
Clean exterior facade	X							
Clean parking-control equipment and EV charging stations		X				X		
DOORS AND HARDWARE:								
Check doors close latch and lock properly	X							
Check hardware on doors, including any panic hardware (if present)	X							
Lubricate doors and other door hardware			X					

Appendix D

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQ'D	NOTES
ELECTRICAL SYSTEM:								
Check parking area and stair tower light fixtures	X							
Check exposed conduit and outlets and cover plates		X						
Check and clean photocells and occupancy sensors on lighting fixtures			X					
Check office / room lighting operations	X							
Relamp lighting fixtures							X	
Check illuminated emergency lighting system and fixtures	X							
Check illuminated EXIT signage	X							
Check generator for proper operation			X					NOTE 1
Check lightning rods			X					
Test GFCI circuits					X			
Check distribution panels					X			
Check EV charging stations for proper operations		X						
ELEVATORS:								
Inspect for proper operation	X							
Check cab panels and handrails	X							
Check indicators and other lights (overhead, call buttons, etc)	X							
Perform preventive maintenance			X					NOTE 2
HVAC SYSTEM:								
Inspect ductless split systems for proper operation (each room and space)	X							
Inspect electric unit heaters for proper operation (each room and space)	X							
Check ventilation and fan operations (each room)		X						
Check roof mounted air outlet in stair and elevator towers			X					
Confirm louvers are operational			X					
Clean Filters			X				X	
Replace Filters							X	
Perform preventive maintenance								NOTE 1
1 For regular preventive maintenance, emergency service and inspections, see equipment manufacturer's recommendation and service contract.								
2 For regular preventive maintenance, emergency service and inspections, item should be under service contract or in-house staff should be trained to provide required service.								

Appendix D

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQ'D	NOTES
MECHANICAL / PLUMBING								
Inspect sanitary facilities for proper operation	X							
Check sanitary sewage ejector duplex system for proper operation			X					
Check/clean floor drains and covers	X							
Check elevator sump pump for proper operation			X					
Check oil/git interceptor for proper operation			X					
Check electric water heater for proper operation			X					
Observe backflow preventor for proper operation			X					
Observe fire protection system for proper operation			X					
Observe fire pump for proper operation			X					
Test the fire protection system					X			
Inspect charge on fire extinguishers			X					
Check operation of smoke and heat sensors			X					
Clean garage sprinkler and drainage pipes of dirt/exhaust buildup					X			
Flush drainage system						X		
Check drainage system for leaks or blockages					X			
Check insulation on piping						X		
Winterize drain systems (flush and drain)						X		
Winterize water supply systems (flush and drain as appropriate)						X		
PARKING EQUIPMENT:								
Inspect parking system for proper operation	X							
Perform preventive maintenance on parking system					X			
SAFETY:								
Check handrails/guardrails for looseness	X							
Check stair nosings for visibility/contrast and soundness	X							
Check fencing for damage		X						
Check bollards and pipe guards for damage		X						
Eliminate tripping hazards	X							
SECURITY MONITORING SYSTEM:								
Check CCTV cameras and hardware are operational	X							
Check Emergency Responder Radio Antenna/Repeater System	X							
Confirm that elevator cab communications and alarms are operational	X							
Check panic buttons (blue light phones) for proper operation	X							
Test panic buttons (blue light phones)		X						
Check gates at pedestrian bridges for proper closing and latching	X							
WAYFINDING AND GRAPHICS:								
Check sign placement			X					
Clean signs and graphics					X			
Check sign legibility				X				
Check sign illumination	X							
Check entry clearance bars				X				
Inspect striping appearance					X			
SNOW/ICE CONTROL:								
Check for icy spots							X	
Deicing operations							X	
Remove snow and ice							X	
AESTHETIC ITEMS								
LANDSCAPING:								
Remove trash	X							
Mow, trim and weed		X						

Appendix D

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQ'D	NOTES
Trim shrubs			X					
Prune trees and larger plants						X		
Fertilize / Weed treatments				X				
Update planting materials				X				
Mulch plant bed areas				X				
Ensure landscaping around BMPs are maintained per the standards of that device				X				
FINISHES:								
Note any damaged ceiling tiles in rooms			X					
Note any damaged flooring or tiles or carpet in rooms			X					
PAINTING:								
Search for rust on doors/door frames				X				
Search for rust on handrails/guardrails				X				
Search for rust on exposed pipes/conduit				X				
Search for rust/falling paint on any surfaces				X				
Check wall paint appearance in offices and rooms			X					
Check curb paint appearance			X					
Touch up paint			X					
Repaint							X	
1 For regular preventive maintenance, emergency service and inspections, see equipment manufacturer's recommendation and service contract.								
2 For regular preventive maintenance, emergency service and inspections, item should be under service contract or in-house staff should be trained to provide required service.								

Attachment E – City of Fargo Hosting Questions

Vendor-Hosted (Cloud Provider) Solution Questions

If a vendor-hosted option is being offered, provide a detailed response to the items listed below regarding the hosting environment for the proposed solution.

Vendor Information:

1. Name of the product(s):

2. Name of the Vendor:

3. Contact Information:

System Maintenance:

4. Describe system maintenance included.

5. How are system enhancements prioritized?

6. Describe the upgrade cycle?

Reliability and Availability:

7. How does the hosted solution provide for disaster recovery?

8. Describe your backup process. Include the frequency of backups, if the backup media is stored at an offsite location and how many backup copies are maintained?

9. What redundancy features are available?

10. Describe notification to City of Fargo of scheduled outages?

11. Describe notification to City of Fargo of un-scheduled outages.

12. Are all hosting locations within the United States? Are hosting locations distributed geographically? What is the physical location of each datacenter? If hosted by a third party list the name of the hosting party.?

13. If you monitor your uptime statistics, please provide us with your uptime information for the last two years.

14. Data Best Practices recommendations for backups are to have 3 copies of data, stored on 2 different media types with at least 1 copy stored geo-diverse. Please describe your data backup solution.

15. Is your solution hosted on a government cloud platform or a commercial cloud platform?

Performance, Capacity and Scalability:

16. Describe the scalability of the solution.

Security/Access Control:

17. Describe the security and auditing and logging capabilities of the hosting environment.

18. How does the solution provide for Single Sign-On (SSO)? Can the solution utilize the City of Fargo's Active Directory implementation? Is that through Active Directory Federation Services (ADFS)?

19. Describe how data contained in the hosting environment is secured. Capability to encrypt data at rest? Capability to encrypt data during transport?

20. List any sensitive data that would be stored on the cloud solution, if applicable (PCI, HIPAA, CJI, PII)

21. Describe the physical security policy and access control in place in the datacenter.

22. What audit certifications has the data center passed (SSAE16 audit, FedRAMP, etc.)? Describe how the audit reports will be made available to the City of Fargo upon request.

23. Besides the security tools built into your platform, are there any cloud security tools the you recommend to use in conjunction with your solution?

Service Level Agreement (SLA):

24. Describe the SLA metrics that your hosted solution will provide.

25. Please describe any customer outages you have experienced in the last two years. At a minimum include the date, a description of the outage, and the duration.

26. Since January of last year, have you ever lost a customer's data? If so, please date and scope of the loss.

Hosting Service Exit Plan:

27. All of the data the City of Fargo stores in your solution is owned by the City of Fargo. Please describe how that data will be provided to the City at the end of the contract? Please include a description of the format of the data. Will a data dictionary be provided?

28. Please describe if there will be any costs associated with getting data transferred back to the City of Fargo at the end of the contract? Please be specific about what those costs will be?



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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

DS

Date: October 23, 2025

RE: FLOCK Wing Gateway Memorandum of Understanding (MOU)

COPY

Dear City Commissioners,

The Fargo Police Department would like to enter into a partnership with Bell Bank to gain access to their exterior surveillance cameras, to supplement the FLOCK cameras the city already owns and operates. This partnership is part of FLOCK's Wing Gateway program that allows private entities to allow access to their cameras, which view public spaces, to law enforcement to assist in enforcement and investigative practices. This partnership helps mitigate costs to the city by accessing surveillance footage without purchasing additional cameras for various locations, where private entities already have public facing cameras. The Fargo Police Department would access these cameras through the Real Time Crime Center the same way it accesses the city's FLOCK cameras.

The MOU is attached and has been reviewed and approved by the City Attorney as well as Bell Bank's security team.

Suggested Motion

Approve the FLOCK Wing Gateway Memorandum of Understanding between Bell Bank and the City of Fargo.



FARGO POLICE DEPARTMENT

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

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Fargo City Commission

From: Chief David Zibolski

Date: 10/23/2025

RE: Flock Wing Gateway Memorandum of Understanding

The attached Memorandum of Understanding (MOU) is between Bell Bank and the City of Fargo for real-time access of exterior cameras owned by Bell Bank. Bell Bank's cameras would be accessed through the FLOCK Wing Gateway system which has already been purchased utilizing the Project Safe Neighborhood grant. The camera feed will be utilized by the Fargo Police Department's Real Time Crime Center for the purpose of public safety.

The MOU was authored by the City Attorney's Office in conjunction with Bell Bank's legal team. The MOU will need to be signed by City Auditor Steve Sprague and Mayor Dr. Timothy Mahoney before the project can move any further. No cost is associated to this agreement as the FLOCK Wing Gateway has already been purchased.

Recommended Motion:

Sign the MOU between the City of Fargo and Bell Bank

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between Bell Bank (“Bell”), a North Dakota corporation, with its principal place of business at 520 Main Ave, Fargo, ND 58103 and the City of Fargo (“City”), a North Dakota municipal corporation with its principal place of business at 225 4th Street N., Fargo, ND 58102.

RECITALS

WHEREAS, Bell Bank owns and operates various buildings in the downtown area of Fargo, North Dakota. Bell Bank, as part of its security system, has installed exterior security cameras on their buildings in Fargo.

WHEREAS, the City desires real-time access to Bell’s exterior security camera feeds located on Bell’s buildings in the downtown area of Fargo. The City intends to use the real-time video feeds in the Fargo Police Department’s real-time crime center.

WHEREAS, the purpose of this MOU is to establish the conditions under which Bell will allow the City, acting through its police department, to access certain exterior security camera feeds owned and operated by Bell. The access is intended to enhance the public safety in downtown Fargo.

AGREEMENT

1. **Access to Bell’s Exterior Security Camera Feeds.** The parties agree that Bell will provide the City with real-time access to designated exterior security camera feeds located on buildings owned and operated by Bell in the downtown area of Fargo.
2. **Bell’s Discretion to Limit Access.** Bell is the owner of all of the designated security cameras and has the right and ability to limit the City’s access to the security cameras at any time. The access will be limited to exterior-facing cameras that capture public areas such as sidewalks, parking lots, and building perimeters.
3. **City’s use of video feeds.** The City agrees to only use its access to the real-time video feeds for law enforcement and public safety purposes.
4. **Confidentiality.** The City is subject to comply with North Dakota open record law. However, security camera video footage and security system plans are exempt records under North Dakota open record law. Bell’s exterior cameras are part of its security system plan and Bell does not consent to the disclosure of any security camera footage except as required by law. The City agrees not to disclose any security camera footage obtained through Bell’s exterior cameras except as required by law. To the extent permitted by law, the City agrees to treat Bell’s security video footage as confidential and exempt from disclosure under applicable open records laws .

5. **Term and Termination.** This MOU shall become effective on the date set forth above and shall continue until terminated by one of the Parties. Each party shall have the right to terminate this MOU at any time for any reason.
6. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of the State of North Dakota.
7. **Assignment.** Neither Party may assign their rights and obligations under this MOU unless agreed to in writing by the other Party.
8. **Counterparts.** This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement. Any signature to this MOU may be transmitted electronically and shall for all purposes be deemed an original signature to be legally binding.

(Signatures appear on the following pages.)

CITY OF FARGO

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Bell Bank

Laine Brantner, EVP/Chief Operating
Officer

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October 27, 2025

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

RE: Change Order No. 2 for GTC Deck Overlay Project

Dear Commissioners:

This memorandum is to inform the City Commission of Change Order No. 2 for the GTC Deck Overlay project with Industrial Builders, Inc., as prepared by KU Engineering LLC.

Change Order Details

- Contractor: Industrial Builders, Inc.
- Original Contract Amount: \$1,026,995.00
- Change Order Amount: \$0.00 (No change to total contract value)

Reason for Change Order

1. Updating overhead and profit from Change Order #1
2. Coating exposed rebar with corrosion inhibitor
3. Replace broken tendons in grid 9
4. Prep additional loose tendons for future repair

Impact on Project

- Contract Amount: No change to overall contract value.
- Project Schedule: Project schedule has been impacted, and final completion date will be determined after further assessment

Recommended Motion

It is recommended that the City Commission approve Change Order No. 2 for the GTC Deck Overlay Project.

Attachments:

- Change Order No. 2 Document
- Proposal Request #2, #3 and #4

Sincerely,



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

CHANGE ORDER NO.: 2

Owner: City of Fargo
Engineer: KLJ Engineering LLC
Contractor: Industrial Builders, Inc.
Project: GTC Deck Overlay
Contract Name: Stipulated Price

Owner's Project No.: RFP25024
Engineer's Project No.: 2404-01858
Contractor's Project No.:

Date Issued: October 8, 2025

Effective Date of Change Order: September 5, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. The cost associated with PR 1 included in CO#1 was incorrect and did not include the overhead & profit. The total cost is \$18,485.50, not \$16,805.00 as previously noted. Contingency will be updated as noted below.
2. Upon completion of the overlay removals, it uncovered exposed rebar and P/T tendons. The P/T tendons were load tested to confirm they remain under tension (70 total tendons), and a total of 16 were found to be loose. The exposed tendons that were determined to be intact were re-sheathed. Exposed rebar was coated with a corrosion inhibitor. Fiber reinforcing will also be integrated into the concrete mix design to minimize cracking of the new overlay. The unit cost for this work was outlined in Proposal Request #2 (PR 2). The installed quantities will be field verified by KLJ and estimated quantities are included in PR 2. The estimated total cost associated with this is \$51,469.00. Owner contingency will be utilized to cover these costs. The contingency will be updated as noted below.
3. Upon completion of the exploratory work associated with PR 1, a repair plan was developed for the broken tendon at Grid 9 which is included in Proposal Request #3 (PR 3). Due to the amount of damaged P/T tendons discovered with this phase of the project, it was also determined that replacement of another Grid 9 P/T tendon, abandoned in 2021 under a previous phase of the project, be completed. These costs total \$25,201.00. Owner contingency will be utilized to cover these costs. The contingency will be updated as noted below.
4. The loose tendons discovered with the overlay removal will be prepped for future repairs to allow the concrete overlay work to continue as scheduled. The preparatory repairs are outlined in Proposal Request #4 (PR 4). The estimated cost of this work is \$39,809.00. The final quantities will be field measured by KLJ. Owner contingency will be utilized to cover these costs. The contingency will be updated as noted below.
5. Owner contingency allowance has been reduced to \$15,035.50 as a result of the work described herein. Overall contract price has not been changed.
6. A future change order will be issued to adjust the estimated quantities and prices to align with the field installed quantities.

Attachments:

1. Proposal Request 2
2. Proposal Request 3
3. Proposal Request 4

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,026,995.00</u>	Original Contract Times: Substantial Completion: <u>October 1, 2025</u> Ready for final payment: <u>October 13, 2025</u>
Change from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>N/A</u>	Increase from previously approved Change Orders No.1 to No. 1: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,026,995.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2025</u> Ready for final payment: <u>October 13, 2025</u>
Increase this Change Order: \$ <u>0.00</u>	Increase this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>1,026,995.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2025</u> Ready for final payment: <u>October 13, 2025</u>

Recommended by Engineer

By: Cassie Miranda

Title: Senior Project Manager

Date: 10/8/2025

Authorized by Owner

By: _____

Title: Mayor

Date: _____

Accepted by Contractor

[Signature]

Vice President Estimating

10/09/25

Approved by Funding Agency (if applicable)

James Saylor

Transportation Management Officer II

10/20/2025



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

9/11/2025

Aaron Anderson
Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107

Re: GTC Deck Overlay – Proposal Request 2 (Revision 1)

Dear Mr. Anderson:

KLJ is requesting a proposal for the following repairs for the P/T tendons and reinforcing that have been exposed as a result of the hydro-demolition work at the GTC. Your proposal shall include a unit cost for the items outlined below. All unit costs shall account for additional concrete removal to accommodate the repairs. Your proposal is requested on or before the end of the day on September 15, 2025.

1. Load test exposed tendons using the screwdriver penetration test (SPT) to determine if there is indeed tension on the cables. Contractor shall take care not to damage the tendons in the process. Provide cost per tendon. Include unit cost for 70 tendons.
2. Re-sheath exposed slab tendons. Continue to expose tendon back to good sheathing. Wrap exposed tendon with Denso Tape™ Anti-Corrosion Petrolatum Tape. Provide cost per linear foot of sheathing. Include unit cost for 300 linear feet.
3. Coat exposed rebar with corrosion inhibitor such as SURTREAT SurcoPrimer adhesion-enhancing primer & corrosion inhibitor, Sika Armatec-110 EpoCem, or Sikagard P8100AP. Provide cost per linear foot. Include unit cost for 1000 linear feet.
4. Add fiber reinforcing, MasterFiber MAC 360 FF, or approved equal to concrete mix design to assist with crack control. Include unit price per cubic yard utilizing the 92 CY of concrete included with the contract price.

Please note this is not a change order nor direction to proceed with the work. Final quantities will be field verified as outlined in the standard conditions of the contract. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.



Sincerely,

KLJ

Cassie McNames

Cassie McNames, PE
Senior Project Manager
Enclosure(s): None
Project #: 2404-01858
cc: File, Eric Wiken, Josh Schroeder

Industrial Builders, Inc.

Paul W. Diederich, President
 Donn O. Diederich, Executive Vice President
 Erik B. Diederich, Chief Operating Officer

*General Contractors*

PO Box 406 Fargo, ND 58107

ITEM #: Proposal Request 2
 LETTING DATE: September 15, 2025
 PROJECT #'S: 2404-01858
 COUNTY: Cass
 TYPE OF WORK: GTC Deck Overlay - Tendon Testing, Tendon Re-sheathing, Corrosion Inhibitor, Concrete Fibers

QUOTE TO PRIME CONTRACTORS

LINE NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT BID PRICE	AMOUNT BID
001	Load Test Exposed Tendons	70.000	EA	\$38.50	\$2,695.00
002	Re-sheath Exposed Tendons	300.000	LF	\$124.30	\$37,290.00
003	Coat Exposed Rebar w/ Corrosion Inhibitor	1,000.000	LF	\$9.00	\$9,000.00
004	Fiber Reinforcing in Concrete	92.000	CY	\$27.00	\$2,484.00
TOTAL SUM BID					\$51,469.00

TERMS AND CONDITIONS:

- 1.) Items 1 & 2 to be performed by Vector Construction and their written proposal is attached. The unit prices include prime contractor markup and approximate quantities. Actual quantities will be measured and determined in the field.
- 2.) Item 3 includes all the labor, material and equipment to apply Sika Armatec-110 EpoCem on the exposed rebar and the concrete surface directly adjacent to the rebar prior to placing the Overlay Concrete.
- 3.) Item 4 Includes the cost to add MasterFiber MAC 360 FF fibers in the concrete mix.

Signature:  *Industrial Builders, Inc.*

Aaron Anderson, Senior Project Manager

Cell # 701-799-2789

Aaron Anderson - Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107

**Re: Proposal Request 2 - Exposed Slab Tendon Re-sheathing & Tendon Repairs (Revised)
Updated Quantity and Price - MEMO**

On September 11, 2025 KIJ released updated quantities for the re-sheathing work for the GTC Center project. The document titled: GTC Deck Overlay – Proposal Request 2 (Revision 1) identified the following:

1. Load test exposed tendons using the screwdriver penetration test (SPT) to determine if there is indeed tension on the cables. Contractor shall take care not to damage the tendons in the process. Provide cost per tendon. Include unit cost for 70 tendons.
2. Re-sheath exposed slab tendons. Continue to expose tendon back to good sheathing. Wrap exposed tendon with Denso Tape™ Anti-Corrosion Petrolatum Tape. Provide cost per linear foot of sheathing. Include unit cost for 300 linear feet.

PRICE

For the additional quantities, Vector proposes to perform the work based on the pricing submitted for Proposal Request 2 - Exposed Slab Tendon Re-sheathing & Tendon Repairs dated August 29, 2025.

- | | | |
|---|-------------|-----------|
| 1. Load test exposed tendons using the screwdriver penetration test (SPT) to determine if there is tension on the cables. | Per Tendon | \$ 35.00 |
| 2. Re-sheath exposed slab tendons. | Linear Foot | \$ 113.00 |
| * Applies to tendons with tension | | |

The price of the work will remain the same for the additional quantities.

All other conditions and exclusions remain the same as proposed in Proposal Request 2 - Exposed Slab Tendon Re-sheathing & Tendon Repairs dated August 29, 2025.

VECTOR CONSTRUCTION INC.

Travis Marman

Travis Marman – Preconstruction Manager



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

9/8/2025
Aaron Anderson
Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107

Re: GTC Deck Overlay – Proposal Request 3

Dear Mr. Anderson:

Please provide a proposal to repair the broken P/T tendon that was discovered along Grid 9 at the onset of construction and previously investigated in PR 1. Provide an alternate cost to repair the Grid 9 tendon that was abandoned in 2021 that is immediately adjacent to the PR 1 tendon. If the alternate is accepted, it will be completed concurrently with the base proposal. The work associated with these repairs are outlined in the "PR #3 - Kimley-Horn Exhibit" and spec section 03 38 05 – Post Tensioning Repair attached. Please provide an itemized proposal for the following items on or before September 12, 2025.

1. Base Proposal: Repair broken Grid 9 P/T tendon as outlined in the attached documents.
2. Alt #1 Proposal: Repair abandoned Grid 9 P/T tendon as outlined in the attached documents.

Proposal shall include all materials, labor, and testing and special inspections necessary to complete the work. If contract times are anticipated to be impacted by this work, please include a timeline in which the additional work will be completed.

Please note this is not a change order nor direction to proceed with the work. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.

Sincerely,

KLJ

A handwritten signature in blue ink that reads "Cassie McNames". The signature is fluid and cursive, with the first name "Cassie" being more prominent than the last name "McNames".

Cassie McNames, PE
Senior Project Manager
Enclosure(s): PR #3 – Kimley-Horn Exhibit, Spec Section 033805
Project #: 2404-01858
cc: File, Pat Carlson, Josh Schroeder, Eric Wiken, Travis Marman



**SECTION 03 38 05
POST-TENSIONING REPAIR**



PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section includes all labor, materials, equipment, and related services necessary to:
 - 1. Repair broken post-tensioning tendons and protect existing post-tensioning tendons,
 - 2. Determine required components and anchorages as indicated on the drawings.
- B. Technical information that needs to be coordinated with ongoing topping repair work described elsewhere.

1.2 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete
- B. ACI 315 - Details and Detailing of Concrete Reinforcement
- C. ACI 318 - Building Code Requirements for Reinforced Concrete
- D. ACI 423.4R - Report on Corrosion and Repair of Unbonded Single-Strand Tendons
- E. ACI 423.7 - Specification for Unbonded Single-Strand Tendon Materials
- F. ASTM A416 - Standard Specification for Low-Relaxation, Seven-Wire Steel Strand for Prestressed Concrete
- G. ACI 562 - Code Requirements for Assessment, Repair, and Rehabilitation of Existing Concrete Structures and Commentary
- H. PTI M10.2 - Specification for Unbonded Single Strand Tendons
- I. PTI M10.3 - Field Procedures Manual for Unbonded Single Strand Tendons
- J. PTI DC80.3 - Guide for Evaluation and Repair of Unbonded Post-Tensioned Concrete Structures
- K. Use the latest edition of all references indicated in this section, unless otherwise noted.

1.3 QUALITY ASSURANCE

- A. Repair of post tensioning by an organization with the following:
 - 1. Successful performance of tendon repairs for a minimum of three years under its present business name.
 - 2. Able to demonstrate an experience record of firm's post-tensioning work completed and/or currently under construction within the past three-year period.
 - 3. On-site project superintendent/foreman with a minimum of five post-tensioning repair projects of similar size and magnitude completed within the past three-year period.
 - 4. On-site project superintendent/foreman that has completed Level 2 Unbonded PT - Field Installation certification (or higher) program by the Post-Tensioning Institute.
 - 5. At least 50% of the on-site installation crew members and all of the tensioning crew members, other than the foreman, that have completed Level 1 Unbonded PT – Field Installation certification (or higher).
- B. If Repair Organization cannot meet requirements of Section 1.04.A, a representative of the post-tensioning supplier shall be on-site during detensioning, splicing/coupling, and stressing operations, to supervise and control work and to train Installer's personnel in proper use of materials and equipment.
- C. Use repair materials and accessories complying with product requirements below. Submit manufacturer's specifications or perform lab testing of repair materials to the satisfaction of the Engineer.

- D. Special inspectors having the qualifications noted below:
1. Special Inspector - Structural: Project engineer for the repair project. Engineer shall be licensed and have experience with post-tensioning repair projects.

1.4 SUBMITTALS

- A. Submit contractor and subcontractor qualification requirements:
1. Name of organization to be performing the pre-stressing splicing and stressing repair work.
 2. Name of on-site project superintendent/foreman, list of five reference projects, and copy of PTI certification program.
 3. Copies of PTI certifications of the installation and stressing crew members.
- B. Submit certified mill test reports for the pre-stressing steel and anchorage devices, if requested, including the following:
1. Submit stress-strain curve of tendons from the production lot from which project material was taken.
 2. Submit pre-stressing steel modulus of elasticity and percent of elongation at rupture.
 3. Submit data on amount of slip normally expected in seating anchorage devices, friction wobble coefficient, and friction curvature coefficient expected for tendons and duct-forming material. Submit acceptable test data substantiating expected coefficients and anchorage slip. Submit data on minimum guaranteed ultimate strength of anchorages and elongation at rupture not exceeding 2-1/2%.
- C. Submit shop drawings for the installation of pre-stressing tendons and accessories including the following:
1. Submit ICBO approval report or test report from an independent testing agency indicating post-tensioning coupler splices, cross-over splices, dead-end anchors, and live-end anchors meet static and dynamic criteria specified in ACI 301, Section 9.1.3.1.
 2. Submit material specifications and test data for sheathing, strand coating, repair tape, grease, and other accessories.
 3. Submit certificates of all jack calibrations with jack numbers used in the project. Gauges and jacks shall be calibrated together as a unit. All calibration certificates should be submitted to Engineer for all jacks used on the project.
- D. Submit shoring placement drawings for record, if shoring is required for repair. Shoring drawings shall be signed and sealed by a Delegated Design Professional. The Delegated Design Professional shall be an engineer registered in the State of Minnesota who is experienced in the design and detailing of the shoring systems used for the specified work.
- E. Stressing Record: Submit a completed stressing record for each tendon stressed to the Project Engineer within 1 business day of tensioning and prior to tail removal and concrete replacement. Stressing record is attached at the end of this section. Stressing record is to contain the following:
1. Project Name, Stressing Date, Contractor Name, P.T. Supplier, Stressing Jack No., Stressing Jack Certification Date, Stressing Gauge No.
 2. Tendon location (level, grid, direction, tendon no., total tendons), wire size, total length of tendon stressing.
 3. Actual overstress force, lock-off force, elongation, and equivalent gauge readings.
 4. Final locations of cross-over splices and coupler splices.
 5. Signatures of the stressing personnel and the special inspector witnessing the operation.

1.5 SPECIAL INSPECTIONS

- A. Do not place concrete in pre-stressed members until placement of tendons and conventional reinforcement has been observed by the Engineer or special inspector.
1. Notify the Engineer and special inspector 48 hours prior to the concrete placement to accomplish their inspection.

1.6 DELIVERY, HANDLING AND STORAGE

- A. Package repair materials at the source in a manner which prevents physical damage during transportation.
- B. Package and store repair materials at the job site off the ground in weatherproof enclosures to protect from corrosion.

1.7 REPAIR DOCUMENTATION

- A. The Engineer retains the right to document repair methods and procedures used by the Contractor during post-tensioning repair activities. This includes on-site recording of photos and/or videos of concrete removals, tendon detensioning, tendon anchor splice placements, mild reinforcing placements, post-tensioning stressing, elongation measurements, concrete placements, and all other repair activities covered by this section.

PART 2 - PRODUCTS

2.1 MONOSTRAND TENDONS

- A. Tendon: Unbonded single strand system with friction grip anchors, totally encapsulated and watertight, in accordance with the "Specification for Post-Tensioning Manual" as prepared by the Prestressed Concrete Institute.
 - 1. Tendons: Seven (7) wire, stress-relieved, low-relaxation strand conforming to the latest edition of ASTM A-416 with a minimum guaranteed ultimate tensile strength of 270,000 psi.
 - 2. Total elongation under ultimate tendon load: not less than 2% measured in a 10 feet gage length.
- B. Supply all post-tensioning materials and equipment by one manufacturer and fabricated in plant facilities certified under the Post-Tensioning Institute's "Program for Certification of Plants Producing Unbonded Single Strand Tendons".
 - 1. The post-tensioning manufacturer is required to have a licensed professional engineer registered in Minnesota on staff who can certify that the submitted system conforms to the applicable requirements of ACI 318.

2.2 ANCHORAGES

- A. Post-tensioning anchorages: Provide new anchorages where required per PTI M10.2. Anchorages shall be epoxy coated consistent fully encapsulated post-tensioning systems.
- B. Where possible, existing anchorage castings/plates may be used with new wedges with the approval of the Engineer. New wedges shall be fully compatible with existing anchors and tested according to PTI M10.2. If existing anchors are not encapsulated per PTI standards, new encapsulated anchors and encapsulation accessories shall be provided.
- C. Anchor dimensions: such to allow a minimum 2" cover to be maintained to all concrete surfaces.

2.3 TROUBLESHOOTING ANCHORS

- A. Use trouble shooting anchors on unbonded tendon at locations as directed by the Engineer to replace existing post-tensioning tendons and anchorage which have been damaged from corrosion or other factors which have reduced the load carrying capacity of the tendon as determined by the structural engineer and post-tensioning manufacturer. The use of the trouble shooting anchor will allow a segment of the existing non-distressed tendon to remain in place and fully stressed as to permit repair of the damaged section tendon only and limit the amount of shoring necessary for the repair.
- B. Locate troubleshooting anchors in the middle third of the slab, and not at points of sharp tendon curvature. Backer bars and burst reinforcement as detail in the repair documents shall be provided.
- C. Do not change the ordinates of the existing tendons.
- D. Encapsulate the intermediate trouble shooting anchors in a complete watertight plastic seal after stressing, prior to final encasement in concrete.
- E. Approved products:

1. "Trouble Shooting Anchor", Prestress Supply, Inc.
2. "Trouble-Shooting Anchors", General Technologies, Inc.
3. Approved Equivalent.

2.4 SPLICE COUPLERS AND CENTERSTRESSING COUPLER (DOG-BONE)

- A. Provide couplers and chucks per PTI M10.2.
- B. Use couplings of unbonded tendon at locations as directed by the Engineer to replace existing post-tensioning tendons which have been damaged from corrosion or other factors which have reduced the load carrying capacity of the tendon as determined by the structural engineer and post-tensioning manufacturer. Use couplings to re-connect ends of existing tendons that were cut in order to perform specified work.
- C. All new center-stressing couplers shall be supplied fully encased in protective plastic cover with plastic encapsulation caps to provide for full encapsulation of center-stressing coupler.
- D. Dog-bone style Stressing Coupler shall be GTI X-Anchors, by General Technologies, Inc. or approved equal.
- E. Approved product suppliers:
 1. Dywidag-Systems International
 2. Canadian BBR Inc.
 3. General Technologies, Inc.
 4. Approved equivalent

2.5 DEFLECTION SLEEVE

- A. PVC or other approved non-metallic cylindrical product placed around a tendon splice coupler or other coupler to allow for coupler to move within the concrete during stressing to allow for the expected elongations.
- B. Provide sleeves of adequate length to fully cover the inserted cover, to allow for intended stressing of the coupled tendon, and to allow for complete encapsulation repair to the coupled tendon.
- C. Inside diameter shall be large enough to allow for a smooth fit of the coupler within the sleeve. Do not provide oversized deflection sleeves (inside diameter 1/2" or greater than the maximum cross-sectional dimension of the inserted sleeves).

2.6 GREASE

- A. Grease: Corrosion preventative and lubricant compound consisting of a non-volatile low friction mineral oil base having a relatively uniform viscosity under temperature ranges from 20 degrees F to 120 degrees F.
- B. Apply grease under pressure to insure the filling of the interstices between the individual wires of the strand. Meet the strand coating material and chemical requirements in Table 1 of PTI Specification for Unbonded Single Strand Tendons.
- C. Approved products:
 1. "Visconorust PT1000", Viscosity Oil Company
 2. "Greaserex K218", Mobil Oil Corp.
 3. "Shell PT Coating", Shell Oil Company
 4. "Unocal PTI Cable Grease", Unocal Corp.
 5. Approved equivalent

2.7 SHEATHING

- A. Sheathing: Plastic and be impervious to cement paste, allowing slippage of the strand. The sheathing must not rupture due to normal temperature changes, coiling, normal field handling or tensioning.

- B. Use raw materials for sheathing that are conventional virgin polyethylene and compatible polyethylene dye. Tendon sheathing shall be continuously applied by an extrusion process, which produces a seamless plastic jacket with a minimum thickness of 40 mils. Should, during field installation, or inspection, any tears or abrasions be detected, repair the damaged area.

2.8 TAPE

- A. Repair tape: Adhesive high-density polyethylene, 12 mils minimum thickness, 2 inches minimum width.
- B. Approved products:
 - 1. "Patch #145 Vinyl – Rubber Adhesive", 3M, St. Paul, MN
 - 2. "Polyken, Type 826", Kendall Co., Boston, MA
 - 3. "PWT-20", Alltape, Hialeah, FL
 - 4. Approved equivalent

2.9 SHRINKWRAP

- A. Apply heat shrink wrap consisting of heavy-wall cross linked polyolefin to all splice couplers and center stressing couplers.
- B. Approved products:
 - 1. "ITCSN-2000", 3M, St. Paul, MN
 - 2. Approved equivalent.

2.10 EQUIPMENT

- A. Stressing Equipment: Hydraulic stressing jacks calibrated with a pressure gauge shall be capable of gripping restressing steel and be capable of stressing the prestressing steel to the specified force. Maintain equipment in safe, working condition.
 - 1. Provide calibrated stressing equipment with means to cross-check accuracy constantly.
 - 2. Provide two complete sets of stressing equipment so that construction will not be delayed due to malfunction of one set of stressing equipment.
 - 3. Jack and accompanying gauge shall have been calibrated within six months of the date of stressing.
- B. Necessary equipment to detension, cut, and splice/couple prestressing steel.
- C. The Contractor shall provide the equipment and use appropriate methods to expose the embedded post-tensioning. The demolition to expose embedded post-tensioning shall not compromise the structural integrity of the slab and shall minimize damage to the tendon sheathing. Use of hydro-demolition means and methods is NOT recommended due to the risk of damage to the existing post-tensioning system. The following equipment, or an approved equal, may be used on this project:
 - 1. Chipping hammers of nominal 15-lb class or less for removal of concrete to expose tendon sheathing.
 - 2. Compressed air equipment capable of removing dust and dirt from concrete repair areas.
- D. All equipment is to be operated and maintained according to the manufacturer's recommendations or the approved testing procedures.

PART 3 - EXECUTION

3.1 INSPECTION OF EXISTING STRUCTURE

- A. Inspect area for repair work and report immediately all unacceptable conditions.
- B. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to the manufacturer

3.2 SAFETY PRECAUTIONS

- A. Prestressing steel under stress has significant stored energy. Exercise care in concrete removal, detensioning, and stressing.
 - 1. Use appropriate means to protect personnel and the public from injury.
 - 2. Close off area around, adjacent to, and below work area or use canopies and barriers as necessary to protect public. Coordinate work with Owner's Representative to allow required facility operations to remain open. Provide pedestrian or vehicular traffic control measures as needed.
- B. Comply with submitted safety plan.

3.3 PREPARATION

- A. Furnish and maintain post-tensioning stressing equipment, recording information, spare stressing jacks, anchors, and coupler splices, tape, and accessories on site and in safe conditions during post-tensioning operations.
- B. Prior to concrete removal, locate all tendons in the vicinity of removals using appropriate non-destructive testing methods. Detension existing tendons as directed by Engineer prior to concrete removals.
- C. If tendons have vertical deviation (drape/profile) or horizontal deviation (sweep) in the area of concrete removal, discuss method and extent of removals with Engineer prior to removals. Destress tendons as directed prior to removals.
- D. Prior to concrete removal, tendon detensioning or tendon repair, install shoring in areas identified on the plans and/or sequence repairs as directed by the Engineer. All shoring and shoring requirements shall be designed, detailed, and specified by an experienced delegated design professional hired by the contractor.
- E. All delaminated concrete shall be removed along the tendon line between anchors prior to tendon splicing and stressing.
- F. Size of openings shall be sufficient to install splicing hardware, stressing activities, and splicing movement due to stressing elongations.
- G. Remove concrete as required to perform tendon repairs. Do not remove concrete at existing tendon anchorages unless directed by the Engineer.

3.4 DETENSIONING OF EXISTING TENDONS

- A. Tendons which may require destressing and restressing to perform specified repairs are schematically shown on the drawings. The exact location of the existing tendons is not known in advance.
- B. Notify the Engineer to review the field verified location of the post-tensioning tendons identified for detensioning.
- C. Temporarily shore structural sections that will be affected by the detensioning in accordance with the Engineer until the replacement tendons are restressed.
- D. Detension the damaged section under the direction of the on-site project superintendent/foreman.
 - 1. Detensioning shall be performed by experienced personnel by cutting or other appropriate means, preferably while tendon is still embedded in concrete.
 - 2. Provide extra care for the safety of the structural components that will be affected by the detensioning of the post-tensioning tendon sections.
 - 3. Comply with the submitted safety plan.
 - 4. Follow any OSHA safety procedures without any exceptions.
- E. Dispose of removed post-tensioning tendon sections at a legal site.

3.5 EXTRACTION AND THREADING OF NEW PRESTRESSING STEEL

- A. If required by the documents or if directed by the Engineer, extract existing tendons and thread new tendons into the existing concrete through existing sheathing.

- B. Provide access to the tendon as necessary to allow the removal of the prestressing steel in order to repair the tendon. Excavate access openings at approved locations along the tendon length.
- C. If existing prestressing steel is wet when exposed, clean and dry sheathing before proceeding with placement of new tendons. Fill new sheathing with approved tendon grease prior to threading new tendon.

3.6 INSTALLATION OF SPLICING COUPLERS AND ANCHORS

- A. Typically install tendon replacement hardware at the slab edge. Provide new watertight tendon anchors and epoxy coated mild reinforcing steel as detailed or to replace existing mild reinforcing.
- B. Perform splicing as required and shown schematically on the Drawings. Splices of bundled tendons should be staggered to provide 4" minimum clear distance between splices after stressing.
- C. Locate coupling in the middle third of the slab or as approved by the Engineer. Do not locate couplers at points of sharp tendon curvature.
- D. Do not change the ordinates of the existing tendons.
- E. Install all couplers and anchors per approved shop drawings and manufacturer requirements.
- F. All splicing couplers that are to be encased in concrete prior to stressing shall be placed within a deflection sleeve. Deflection sleeve shall be located so as to allow the full required elongation within the concrete placement at the time of stressing. Deflection sleeve shall be filled with tendon grease. Deflection sleeve shall be wrapped in a watertight seal with ends overlapping the sheathing of the spliced tendon segments by at least 3 in. Deflection sleeves shall NOT be placed within the specified concrete clear cover.

3.7 STRESSING

- A. There shall be at least one set of back-up equipment, jacks, compressors, gauges, etc. readily accessible at the site such that the tensioning will not be delayed because of faulty equipment.
- B. Mark the tendons prior to tensioning such that the elongation of the cables may be readily measured as much as four days after tensioning. Method to be approved by Engineer.
- C. Start stressing as soon as the concrete strength encasing the tendon end anchors reaches 3,000 psi.
 - 1. If existing anchors are not removed (partial length repairs) the concrete at the anchors is assumed to be fully developed above 3,000 psi.
 - 2. It is intended that the stressing operation begin at the earliest possible time to minimize shrinkage cracks.
 - 3. If concrete does not achieve 3,000 psi within 72 hours, stress tendons to one half of required gauge pressure. Stressing shall be completed to full gauge pressure as soon as concrete has achieved 3,000 psi.
- D. Stress all prestressing steel by means of hydraulic jacks. Applied forces shall be measured with pressure gauges to permit the stress in the prestressing steel to be computed at any time.
 - 1. Stress tendons to jacking force of 70% of the ultimate tensile strength of strand for low relaxation tendons (28.8 kips for ½" diameter strands).
 - 2. Do not exceed stress in cable immediately after load transfer, 75% of the ultimate tensile strength.
- E. Complete attached Stressing Record for each stressed tendon. Record length and location of splices on copies of drawings to be submitted to Engineer as As-Built drawings upon completion of repair project.
- F. Provide completed Stressing Record to Engineer for approval. Do not cut the excess tendon strand until approved by the Engineer.
- G. Clean prestressing steel, anchorages, and stressing pockets of tendon grease. Use non-corrosive solvent.
- H. After approval of the Stressing Record by the Engineer, cut off the tendon tails.

1. Cut end within stressing pocket: provide for at least 1.5-in. concrete cover to the strand tail, or 1" clear space to the encapsulation components.
 2. Do not cut strand tails less than 0.5 in. from the face of the anchor casting.
 3. If using heat or flame methods to cut tendons, do NOT direct heat towards the wedges. Do not use means and methods that could cause the tendons to become distressed.
- I. Install encapsulation cap on cut ends. Cap shall be filled with tendon crease prior to installation.
 - J. Install non-shrink, non-stain grout within the stressing pocket.

3.8 ENCAPSULATION REPAIRS AT TENDON SHEATHING

- A. At locations of damaged or discontinuous sheathing, remove concrete to expose sheathing at least 6 in. beyond damaged portion and to create space between the sheathing and the concrete. Exercise care to avoid further damage to sheathing. Minimize concrete removal around a stressed tendon where the profile of the tendon may be affected.
- B. At small, localized areas of sheathing damage, as determined by the Engineer:
 1. Remove rough portions of existing sheathing at damaged area.
 2. Fill sheathing with tendon grease
 3. Clean and prepare surface of existing sheathing per repair tape manufacturer's recommendations. Outer surface of sheathing shall be dry and free of tendon grease.
 4. Tap damaged area of sheathing. Wrap specialty sheathing repair tape spirally around sheathing to provide at least 2 layers of tape at all locations. Extend repair tape at least 3 in. beyond damaged area.

3.9 ENCAPSULATION OF POST-TENSIONING ANCHORS, COUPLINGS, AND ACCESSORIES

- A. Encapsulate all anchorages and coupling hardware that is a part of or affected by the splicing sections, in a complete watertight plastic seal.
 1. A minimum of double coverage of non-water-soluble plastic sheathing and adhesive tape approved by the tendon manufacturer is required for the repair.
- B. Unless supplied with encapsulation, provide all new couplers and/or coupling components in a complete watertight seal prior to final encasement in concrete. All field applied watertight seals shall extend 3" minimum over sheathing of coupled tendons.
- C. If shrinkwrap is used to provide watertight enclosure, place shrinkwrap over coupler or accessory during assembly of spliced tendon repair. Do not use shrinkwrap directly over splice couplers of tendons that are stressed after concrete placement. Shrinkwrap may be used around a deflection sleeve that has a splice coupler within it.

3.10 MILD REINFORCING PLACEMENT

- A. Place mild reinforcing as directed by Engineer. Do not place concrete until the formwork and tendons have been inspected.
- B. Coordinate placement of mild steel reinforcement with placement of post-tensioning tendons.
- C. Proper tendon location has priority over mild steel reinforcement.

3.11 SPECIAL INSPECTION REQUIREMENTS

- A. Prior to concrete placement, notify the Engineer and Special Inspector at least 48 hours in advance to inspect the reinforcing and tendon placement.
- B. Do not place concrete without approval of the reinforcing placement from Engineer or Special Inspector.
- C. The following items will be verified by the special inspector:
 1. Verify size and grade of mild reinforcing steel and prestressing tendons.
 2. Verify prestressing steel is free of rust and damage and is properly wrapped.

3. Steel is adequately tied, chaired, and supported to prevent displacement during concrete placement.
 4. Verify proper clear distances between prestressing steel, mild steel, and the surfaces of concrete.
 5. Verify proper placement of prestressing steel.
 6. Verify location, size, and placement of prestressing steel anchors. Verify coatings and watertight elements are in conformance with the contract documents.
- D. Verify steel is prestressed at the proper time, using proper techniques, including stressing locations, and sequence and using calibrated jacking equipment. Verify field elongation measurements.

3.12 CONCRETE PLACEMENT

- A. Place concrete in such a manner as to insure that alignment of post-tensioning sheathing or tendons remains unchanged. Special provisions shall be made to insure proper vibration of concrete around tendon bearing plates.
- B. Do not pour concrete in any section until the tendons in that section shall have been checked and approved by the Engineer.
- C. Where concrete placement is by pump, hose shall be supported above reinforcing and shall not be allowed to contact, displace or disturb tendons, anchors or reinforcing bars.

3.13 MEASUREMENT AND PAYMENT

- A. Work included in this section shall be paid based on the unit of work installed and measured, as described below. Payment for each bid item shall include all labor, tools, equipment, materials, removals, surface preparation, installation, cleaning, and incidentals necessary to complete the work for each bid item.
- B. Bid Items shall be included as follows:
 1. **Work of Repairing broken PT tendons** shall include shoring, concrete removals required to complete tendon destressing/restressing, tendon de-stressing, new post-tensioning materials, repair of existing post-tensioning materials, placement of supplemental reinforcing, repair of existing reinforcing, surface preparation, installation and curing of concrete repair materials, tendon restressing, placement as indicated on the construction drawings and this section. Work will be paid for on a per each tendon basis.
 - a. Reinforcing bar replacement, where required, will be included in the cost of work.

END OF SECTION

STRESSING RECORD:

Job Name: _____ Job No.: _____
 Contractor: _____ P.T. Supplier: _____
 Stressing Jack No.: _____ Certification Date: _____
 Stressing Gauge No. _____

Repair Location: _____

Level Grid Direction Tendon# Total Tendons

Tendon Location: _____

Wire Size (3/8", 1/2", 0.6"): _____ Length of Tendon Stressing: _____

Theoretical Overstress Force ($0.8 * F_{pu} * A_{ps}$): _____ Gauge Reading: _____Theoretical Lock-off Force ($0.7 * F_{pu} * A_{ps}$): _____ Gauge Reading: _____

Theoretical Elongation (PL/EA): N/A _____

Actual Overstress Force: _____

Actual Lock-off Force: _____ Gauge Reading: _____

Actual Elongation: _____

Location of Cross-over Splice: _____

Location of Coupler Splice (1): _____

Location of Coupler Splice (2): _____

Location of Coupler Splice (3): _____

Comments: _____

Contractor Signature: _____ Engineer Signature: _____

Date: _____ Date: _____

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Industrial Builders, Inc.

Paul W. Diederich, President
 Donn O. Diederich, Executive Vice President
 Erik B. Diederich, Chief Operating Officer

*General Contractors*

PO Box 406 Fargo, ND 58107

ITEM #: Proposal Request 3
 LETTING DATE: September 12, 2025
 PROJECT #'S: 2404-01858
 COUNTY: Cass
 TYPE OF WORK: GTC Deck Overlay - Gridline 9 Tendon Repair - One
 Tendon + Alternate Additional Tendon

QUOTE TO PRIME CONTRACTORS

LINE NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT BID PRICE	AMOUNT BID
001	Repair Gridline 9 Tendon	1.000	EA	\$18,117.00	\$18,117.00
002	Repair Additional Gridline 9 Tendon (Alternate)	1.000	EA	\$7,084.00	\$7,084.00
TOTAL SUM BID					\$25,201.00

TERMS AND CONDITIONS:

- 1.) Our above unit prices includes all the labor, material, equipment and prime contractor markup for Vector Construction to repair the Gridline 9 Tendon and possibly a second tendon. I have attached their proposal that includes their entire scope of work.

Industrial Builders, Inc.
 Signature: 
 Aaron Anderson, Senior Project Manager Cell # 701-799-2789



PROPOSAL

VECTOR CONSTRUCTION INC.

Travis Marman

Preconstruction Manager

Mobile: 701-261-5579

tmarman@vector.construction

Vector-Construction.com

Project

**GTC Fargo, ND – Post Tension
Tendon Repairs**

Proposal Request 3

**Gridline 9 Tendon Repair – One
Tendon + Alternate Additional
Tendon**

Customer

Industrial Builders, Inc.

Attn: Aaron Anderson - Project Manager

Location

**Northern Pacific Avenue
Fargo, ND**

Date

~~September 11, 2025~~

September 12, 2025

Project Reference

PR#3 Kimley-Horn Exhibit dated Aug. 29, 2025

Specification Section 03 38 05 Post Tensioning Repair

We Save Structures™

Aaron Anderson - Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107

Re: Proposal Request 3 – Gridline 9 Tendon Repairs

Thank you for the opportunity to present our proposal to address the Post-Tensioning (PT) repairs at the Ground Transportation Center (GTC) located in Fargo, North Dakota.

INTRODUCTION

We have prepared our proposal based on the information provided in the KLJ provided plans and documents. Additionally, representatives from Vector Construction visited the site to evaluate the current situation with the post-tension reinforcement of the concrete slab.

SCOPE OF WORK

Based on the investigation work performed in PR#1 and developmental discussions with the project team, the following initial repair documents developed by KLJ Engineering and Kimley Horn 'PR#3 Kimley-Horn Exhibit dated Aug. 29, 2025' and Specification Section 03 38 05 Post Tensioning Repair. Vector proposes to provide the following services per the documents provided per Proposal Request #3.

Repair Broken Gridline 9 banded (beam) tendon + Alternate: Adjacent Tendon

1. Scan construction joint to Gridline E - locate west bundle
2. Demo Splice Access Hole 6.5' long X 2.5' wide X 1.3' deep (approximate)
3. Install Troubleshooting Anchors
4. Cut Existing Tendon Splice
5. Remove tendon south of splice/CJ excavate debond
6. Excavate South Anchors
 - a. Remove soil and waterproofing
 - b. Remove grout caps
7. Remove south end broken tendon
8. Clean sheathing
9. Install new tendon
10. Splice tendon + hardware
11. Stressing/Elongation/
12. Cap and grout end anchorages
13. Wrap all hardware
14. Pourback excavations - splice and construction joint locations
15. Patch soffit openings

SCHEDULE

Based on the known variables Vector anticipates one to two weeks to complete the tendon repair work excluding any engineer analysis, if required. For the repair work for broken tendons, it depends on location of break, length of replacement tendon, amount of excavation, etc.

PRICE

Repair Gridline 9 Tendon	\$ 16,470.00
Repair Additional Gridline 9 Tendon (Alternate)	\$ 6,440.00

- Mobilization is included in the above prices.
- Price based on repair work to be completed after IBI installs overlay in work area.
- Price includes PT stressing verification and concrete testing by Braun

Project Specific Exclusion:

- Engineering analysis and design for PT work
- Engineering analysis for shoring
- Supply, install, and maintenance of shoring

SPECIAL CONDITIONS / QUALIFICATIONS

Our proposal is based on the following qualifications except if otherwise agreed in writing.

1. Work to be completed in one mobilization, additional mobilizations may be charged for as required.
2. Pricing based on working 8 hours/day 5 days a week. If weekend or additional overtime work is required due to the Client's schedule.
3. Work to be completed in ambient temperatures of 50 degrees F or above.
4. Safe OSHA compliant access to the work area provided by others.
5. Confined space requirements including attendant, if required, provided by others.
6. Traffic and pedestrian control, if required, to be provided by others at no cost to Vector.
7. Parking and laydown area to be provided at no cost to Vector.
8. Removal and repair of underside utility soffit is not included. If the soffit needs to be removed Vector will provide pricing at that time. Vector does not anticipate this soffit work to be required at this time.
9. Power, water, temporary lighting, refuse bins and disposal shall be provided at no cost to Vector.
10. Appropriate toilet facilities to be provided by others at no cost to Vector.
11. Work areas are to be clear of other contractors and obstructions in order to provide continuity of work for Vector. Any delays beyond our control will be considered downtime and will be charged as such.
12. No structural engineering or structural work is included in our proposal.

13. Pricing is in US dollars.
14. Quotation is valid for 30 days

GENERAL CONDITIONS

Vector is prepared to enter into a contract agreement for this work subject to the terms and conditions of contract being agreeable to both parties including but not limited to terms and conditions substantially similar to the following:

- Bonds - If requested, payment and performance bonds require additional charge.
- Work Schedule - all work will be performed on weekdays during regular daytime working hours. If weekend or overtime work is required, then additional charges will apply.
- Permits - all necessary work permits to be obtained and paid for by the client.
- Indemnity – Vector will indemnify and hold harmless client for claims only to the extent resulting solely from Vector's negligence. In no case shall Vector be responsible for indirect, incidental, special or consequential damages, including any loss of profits loss of use of property or business interruption.
- Delays – Vector will be entitled to additional time and compensation if delayed for reasons beyond our control. Any exposure for liquidated damages must be mutually agreed upon in advance.
- Client's Insurance – Client will be responsible for purchasing and maintaining builder's risk/property insurance in an amount covering the entire Project and name Vector as additional insured.
- Hazardous Materials – Vector will not be responsible for any pre-existing hazardous materials, substances or conditions.
- Differing Site Conditions – Vector will be entitled to additional time and compensation if it encounters (1) subsurface or otherwise concealed, known, or unknown physical conditions materially different from those indicated or (2) conditions of an unusual nature, differing materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for.
- No Design Liability – Unless otherwise expressly agreed to in writing by Vector, in no event will Vector assume any design liability related to the Project, the Agreement or any Services which Vector may provide.
- Payment Terms – Payment Net 30 days from date of invoice, overdue accounts 1% per month.
- In the event of a conflict between the terms and conditions of this proposal and the terms and conditions of the agreement between General Contractor and Owner, the terms and conditions of this proposal shall prevail.

NON-DISCLOSURE

This document, concepts, and any drawings, along with the data and information contained in it, is the original work and the property of Vector. This information is provided to the recipient

for the specific, limited purpose of business development between our two companies and the end user. All data, information, and concepts are to be maintained in confidence and may not be used by the recipient, or in any way disclosed to others, without the written permission of Vector and are subject to recall by Vector at any time.

ABOUT VECTOR

Vector, is a full-service concrete preservation contractor with a global presence. Our expertise includes concrete and corrosion troubleshooting, structural repair, strengthening, post-tension evaluation and repair, cathodic protection and other corrosion control methods. In addition to servicing the North American market, Vector has worked internationally in South America, Europe, and Asia. Vector Construction has bonding capabilities with Aon Risk Solutions and performs projects with values up to \$25,000,000.

Thank you for your interest in Vector. If you have any questions or comments, please feel free to contact me at your convenience. We look forward to working with you on this and future projects.

VECTOR CONSTRUCTION INC.

Travis Marman

Travis Marman – Preconstruction Manager

Proposal Accepted By

Name: _____

Company: _____

Title: _____

Date: _____



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

9/11/2025

Aaron Anderson
Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107

Re: GTC Deck Overlay – Proposal Request 4

Dear Mr. Anderson:

Please provide a proposal for the following preparatory work needed to repair broken/loose P/T tendons to allow concrete overlay work to continue in advance of full tendon repairs. Your proposal shall include a unit cost for the items outlined below. If additional items are identified as necessary to accomplish this work, please include those clarifications in your proposal. All unit costs shall account for additional concrete removal to accommodate the repairs. Your proposal is requested on or before the end of the day on September 15, 2025.

1. Re-Sheath Broken Tendons:
 - a. Provide unit cost (per tendon) for re-sheathing repair at all tendons exposed on the top side.
 - i. Coat tendon with approved grease prior to placing repair sheathing.
2. Re-String Loose Tendons Previously Removed:
 - a. At tendons that were removed to determine the break location such that empty ducts are currently exposed at the top side (two tendons known):
 - i. Re-string new tendon into duct at least 1'-0" past the exposed empty duct.
 - ii. Provide re-sheathing repair to the new tendon.
 - iii. At least one end of tendons restrung into empty ducts should be exposed at the underside of the PT deck to allow for later removal without having to open up the top of the deck.
 - iv. Known Tendons:
 1. Broken Grid 9 "Beam" tendon
 2. "Loose" temperature tendon between Grids 8-9.

Please note this is not a change order nor direction to proceed with the work. Final quantities will be field verified as outlined in the standard conditions of the contract. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.



Sincerely,

KLJ

Cassie McNames

Cassie McNames, PE
Senior Project Manager
Enclosure(s): None
Project #: 2404-01858
cc: File, Eric Wiken, Josh Schroeder

Industrial Builders, Inc.

Paul W. Diederich, President
 Donn O. Diederich, Executive Vice President
 Erik B. Diederich, Chief Operating Officer

*General Contractors*

PO Box 406 Fargo, ND 58107

ITEM #: Proposal Request 4
 LETTING DATE: September 15, 2025
 PROJECT #S: 2404-01858
 COUNTY: Cass
 TYPE OF WORK: GTC Deck Overlay - Broken Tendon Repairs

QUOTE TO PRIME CONTRACTORS

LINE NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT BID PRICE	AMOUNT BID
001	Re-sheathing for Loose Temperature Tendon	15.000	EA	\$2,145.00	\$32,175.00
002	Re-sheathing for Loose Beam Tendon	0.000	EA	\$2,583.00	\$0.00
003	Re-string Loose Tendon Previously Removed	2.000	EA	\$3,817.00	\$7,634.00
TOTAL SUM BID					\$39,809.00

TERMS AND CONDITIONS:

- 1.) All Items to be performed by Vector Construction and their written proposal is attached. The above unit prices include our prime contractor markup.
- 2.) Note there is no known Loose Beam Tendons exposed on the top surface. Item 2 has 0 quantity, but the price per each is included in case one is encountered.

Industrial Builders, Inc.
 Signature: 
 Aaron Anderson, Senior Project Manager

Cell # 701-799-2789



PROPOSAL

VECTOR CONSTRUCTION INC.

Travis Marman

Preconstruction Manager

Mobile: 701-261-5579

tmarman@vector.construction

Vector-Construction.com

Project

**GTC Fargo, ND – Post Tension
Tendon Repairs**

Proposal Request 4

**Preparatory Work – PT repairs in
advance of overlay**

Customer

Industrial Builders, Inc.

Attn: Aaron Anderson - Project Manager

Location

**Northern Pacific Avenue
Fargo, ND**

Date

September 15, 2025_V.1

Project Reference

GTC Deck Overlay – Proposal Request 4 dated September
11, 2025

We Save Structures™

Aaron Anderson - Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107

Re: Proposal Request 4 – Preparatory Work – PT repairs in advance of overlay

Thank you for the opportunity to present our proposal to address the Post-Tensioning (PT) repairs at the Ground Transportation Center (GTC) located in Fargo, North Dakota.

INTRODUCTION

We have prepared our proposal based on the information provided in the KLI provided plans and documents. Additionally, representatives from Vector Construction visited the site to evaluate the current situation with the post-tension reinforcement of the concrete slab.

SCOPE OF WORK

The following information and pricing is to address the preparatory work needed to repair broken/loose P/T tendons to allow concrete overlay work to continue in advance of full tendon repairs.

In 'Proposal Request 2 - Exposed Slab Tendon Re-sheathing & Tendon Repairs' Vector included pricing for the re-sheathing work of the broken tendons exposed on the topside.

Work to be performed prior to overlay work for exposed topside tendons:

1. Remove sound concrete on each side of the exposed tendon area to exposed adequate sheathing to install new sheathing on exposed area.
2. Coat tendon with approved grease prior to placing repair sheathing
3. Install and secure new sheathing over exposed areas

Work to re-string loose tendons previously removed (2 known):

1. Re-string new tendon into duct at least 1'-0" past the exposed empty duct.
 - a. Provide re-sheathing repair to the new tendon.
 - b. At least one end of tendons restrung into empty ducts should be exposed at the underside of the PT deck to allow for later removal without having to open up the top of the deck.
 - c. Known Tendons:
 - i. Broken Grid 9 "Beam" tendon
 - ii. "Loose" temperature tendon between Grids 8-9.

SCHEDULE

For the repair work for broken tendons, it depends on location of break, length of replacement tendon, amount of excavation, etc. Vector will work closely with the general contractor, IBI, to coordinate the re-sheathing work in advance of the overlay work.

PRICE

Re-Sheath Broken Tendons in advance of overlay work:

Unit cost (per tendon) for re-sheathing repair at all tendons exposed on the topside

Temperature Tendon

- Price to re-sheath per loose tendon: Per Tendon \$ 1,950.00

Beam Tendon

- Price to re-sheath per loose tendon: Per Tendon \$ 2,348.00

Work to re-string loose tendons previously removed (2 known):

- Per Tendon \$ 3,470.00

Included in above pricing:

- Mobilization
- Overtime

Project Specific Exclusion:

- As outlined in Proposal Requests 1-3

SPECIAL CONDITIONS / QUALIFICATIONS

Our proposal is based on the following qualifications except if otherwise agreed in writing.

1. Work to be completed in ambient temperatures of 50 degrees F or above.
2. Safe OSHA compliant access to the work area provided by others.
3. Traffic and pedestrian control, if required, to be provided by others at no cost to Vector.
4. Parking and laydown area to be provided at no cost to Vector.
5. Power, water, temporary lighting, refuse bins and disposal shall be provided at no cost to Vector.
6. Appropriate toilet facilities to be provided by others at no cost to Vector.
7. Work areas are to be clear of other contractors and obstructions in order to provide continuity of work for Vector. Any delays beyond our control will be considered downtime and will be charged as such.
8. No structural engineering or structural work is included in our proposal.

9. Pricing is in US dollars.
10. Quotation is valid for 30 days

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Thank you for your interest in Vector. If you have any questions or comments, please feel free to contact me at your convenience. We look forward to working with you on this and future projects.

VECTOR CONSTRUCTION INC.

Travis Marman

Travis Marman – Preconstruction Manager

Proposal Accepted By

Name: _____

Company: _____

Title: _____

Date: _____



35

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

October 22nd, 2025

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

Contract for RO CIP Hot Water Project (RFP25250)

Commissioners:

Water Utility staff requests approval of the attached agreement related to the RO CIP Hot Water Project. Following a competitive RFP process, Metropolitan Mechanical Contractors submitted the lowest bid and has been selected for the project.

- Metropolitan Mechanical Contractors; \$103,975.00

Funding for the project will be through Water Utility's Renewal and Rehab budget line.

SUGGESTED MOTION:

Approve the agreement with Metropolitan Mechanical Contractors to complete the RO CIP Hot Water Project at the Water Treatment Plant.

Respectfully Submitted,

Dan Portlock, PE
Assistant Water Utility Director

APi HVAC Services, Inc.



CONTRACT AGREEMENT

This Contract is entered into, effective as of 10/27/2025, by and between, APi HVAC Services, Inc d/b/a Metropolitan Mechanical Contractors, Inc., a Minnesota corporation and the city of Fargo, a North Dakota municipal corporation (hereinafter referred to as "Owner").

Owner (city of Fargo):

Fargo Water Treatment Plant

435 14th Ave South

Fargo, ND 58103

Attn: Dale Tretter

Contractor (name & address):

APi HVAC Services, Inc. d/b/a Metropolitan Mechanical Contractors, Inc.

860 9th St NE Unit J

West Fargo, ND 58078

Project:

RO CIP Hot Water Project – RFP25250

Contractor and Owner, for good and valuable consideration, agree and set forth below:

- A. **Contract Documents:** The Contract includes and incorporates by reference this Contract Agreement and attached Proposal dated 8/27/2025, excluding the attached terms and conditions;
- B. **Scope of Work:** Contractor agrees to furnish all labor, services, materials, and equipment required for the complete, prompt, and efficient performance of the work generally described as follows:
 - See attached proposal for RO CIP Hot Water Project (RFP25250)

Exclusions:

 - See attached proposal for RO CIP Hot Water Project (RFP25250)
- C. **Contract Amount:** For performing the work generally described in Paragraph B and/or in the attached Proposal, Owner agrees to pay Contractor in accordance with Paragraph D, subject to additions and/or deductions for changes in the work, in accordance with Paragraph I, the total sum of: \$103,975.00.

This amount includes all applicable taxes, including but not limited to, any sales and use tax. Contractor hereby certifies that it is properly licensed in the state wherein the Project is located to collect and pay any applicable taxes.

- D. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date, normally the last day of each month. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due

and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations.

- E. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1.5%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- F. **Defects, Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship and/or materials for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- G. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- H. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract, there shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- I. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph H above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph E.
- J. **Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:

Workers Compensation Employer's Liability, including "Stop Gap"	Statutory Limits \$1,000,000 each accident
Commercial General Liability	\$2,000,000 products/completed operations aggregate \$4,000,000 general aggregate (per project)
Commercial Automobile Liability	\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph H.

- K. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, directly arising out of or directly resulting from, the execution of the work provided for in this Contract or occurring or directly resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- L. **Governing Law.** This Agreement shall be governed by the laws of the State of North Dakota and the parties agree that any disputes shall be taken care of in Cass County, North Dakota.
- M. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- N. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- O. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

Contractor

By: Donald J. Ahlschlager

Its: Branch Manager

Date: 10/21/25

Federal Tax ID #: 39-1456102

SD State Excise Tax ID#: 1041-1370-ET

Owner

By: _____

Its: Mayor, Timothy Mahoney

Date: _____

Attest: _____

City Auditor, Steve Sprague

MMC

IT'S WHAT'S INSIDE THAT COUNTS



Fargo Water Treatment Plant FWTP RO Hot Water

Prepared for:
Dale Tretter

Prepared by:
Donald Ahlschlager
701-205-3781
donald.ahlschlager@metromech.us

Metropolitan Mechanical Processors, Inc.
360 9th St NE, Suite 100, Fargo, ND 58102-1000

PROJECT PROPOSAL

Company

Metropolitan Mechanical Contractors
860 9th St NE; Unit J
West Fargo, ND 58078
Ph: 701-205-3781

Proposal Date: 8/27/2025

Proposal Number: P02454

Bill To:

Fargo Water Treatment Plant
14th Avenue South
Fargo, North Dakota 58103

Job Site Location:

Fargo Water Treatment Plant
14th Avenue South
Fargo, North Dakota 58103
Dale Tretter

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Proposers Information: Metropolitan Mechanical Contractors

Qualifications: MMC has deep knowledge and ability to execute piping and equipment installation projects in critical facilities such as a Water Treatment Plant. We understand the importance of executing quality work with the end user in mind. We have done similar projects to this in Sanford Hospital Systems, Marvin Windows, and Cass Clay Creamery in the local market.

Scope: *Design and installation of a RO water pump and HX from RO basin to multiple locations*

- Furnish and install Boiler Recirc Pump
- Furnish and install Plate and Frame Heat Exchanger
- Furnish and install isolation valves on equipment and expansion joints on pump
- Furnish and install all RO piping – CPVC Sch 40
 - System RO Pump to HX, (Reworking header piping)
 - HX to RO Heated Tanks (2)
 - HX to 1st Floor Mixing Tanks (2)
 - HX to Ultra filtration header (1)
- Furnish and install Heating hot water piping from secondary loop in boiler room to HX
 - VFD included – Electrical by others
- Owner to furnish all control valves (2)
- Owner to furnish and install all control wiring and programming.
- All drains and vents included
- Concrete pads for HX equipment included
- All core drilling for piping and fireproofing included
- Insulation of piping on Heating Hot Water system included.
- Perform Startup and check out of system to ensure working correctly

Included in this proposal:

- Labor to complete job
- Material and tools to complete job
- Truck charges
- Start up and check out
- 1 year warranty on all parts/equipment, no labor warranty

Items not included in this proposal are as follows (Unless noted above):

- Anything outside the scope that needs to be repaired will be additional
- Overtime Labor
- Lifts
- Electrical
- Drywall
- Insulation
- Controls
- Sprinkler
- Engineering

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of.

TOTAL: \$103,975.00

Service/Description	Qty.	Unit Amount	Total
CPVC	1	\$38,646.99	\$38,646.99
Equipment	1	\$23,684.88	\$23,684.88
HHW	1	\$9,584.45	\$9,584.45
Insulation	1	\$2,622.47	\$2,622.47
Concrete Pad	1	\$2,364.57	\$2,364.57
Labor for Installation	1	\$26,005.83	\$26,005.83
Startup and Checkout	1	\$1,065.81	\$1,065.81
Total			\$103,975.00

Donald Ahlschlager

Branch Manager

Guarantee: MMC is committed to providing great leaders to our customers.

Donald J. Ahlschlager - Strikeout Approved *DLP*

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Donald Ahlschlager

Signature (Authorized Representative)

Donald Ahlschlager

Customer

Signature (Authorized Representative)

Name (Print/ Type)	
701-205-3781	
Phone	
8/27/2025	P02454
Date	Proposal #

Name (Print/ Type)	
Title	
Date	PO#

GENERAL TERMS AND CONDITIONS

1. The Terms and Conditions herein contain the entire agreement and shall become a valid contract after acceptance by CUSTOMER, OWNER, MANAGER, OR OCCUPANT (Hereinafter referred to as "Customer"). Authorization and/or performance of the work shall be evidence of acceptance of the Terms and Conditions and shall be considered a contract. By allowing Company to begin work, Customer representative certifies that they are duly authorized to bind the Customer to agree to these Terms and Conditions. Unless specifically agreed to in writing by authorized personnel of API HVAC SERVICES, INC ("Company") including Grunau Company, Metropolitan Mechanical Contractors (MMC), Northern Air (NAC), Tessier's, no additional or different terms and conditions shall be accepted or incorporated by reference to the contract including Customer's, purchase orders, contracts, or related terms and conditions. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The laws of the state where the work is performed shall govern. This Agreement supersedes all prior agreements.
2. All work will be conducted first shift, Monday through Friday, excluding holidays. Work outside of the first shift shall be at the prevailing overtime time rates.
3. Except as provided within this proposal, the Company does not guarantee or warranty other existing equipment or systems of Customer's including suitability, performance, and compliance with all applicable codes. Company will not be required to move, replace or alter any part of the building structure in the performance of this work except as provided within the proposal.
4. Upon approved Open Credit by the Company, Invoices are due upon receipt and shall not be subject to receipt of payment from another party. Company will invoice in accordance with the proposal, or upon completion of the services.
5. Customer shall pay, in addition to the proposal or quoted price, all taxes which are required by the prevailing statutes and service fees for credit card payments.
6. In the event the Customer fails to pay invoices when due, Customer agrees to pay in addition to the invoice an amount equal to 1.5% per month on the unpaid balance or the maximum allowed by law. In addition, Customer, agrees to pay all cost of collection including court costs and attorney fees. Company may, at their option, terminate the contract and in any event, will not be obligated to perform any additional work until past due payments have been received.
7. No DBE, MWBE or other minority program participation goals or requirements are included or inferred unless specifically stated in the proposal.
8. Customer shall be responsible for all systems and equipment not within the scope of the work as defined in the proposal. The Customer shall maintain and promptly correct or repair deficiencies (or cause them to be corrected), damaged parts, or impairments found while performing the services or work. Repairs shall be performed by qualified personnel or a qualified contractor.
9. Authorized Company personnel shall be admitted into all areas of the premises and allowed to start and stop equipment for the purpose of executing the scope of work. Appropriate notice will be given.
10. Customer shall provide a safe work environment and provide notice of all known hazards related to the scope of work and shall promptly notify Company of any conditions that may impact the scope of the work. Customer shall make available to Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Company's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes and materials are encountered, Company's sole obligation will be to notify the Customer of their existence. Company shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed.
12. The parties agree that if the Company is hindered or delayed at any time in the commencement or progress of the work, the Company shall be entitled to an extension of the time. Furthermore, additional compensation will be sought for increased costs associated with a delay outside of the control of the Company.
13. This Agreement may not be assigned by Customer without the written consent of the Company.
14. Customer shall obtain the type and amount of insurance coverage which it determines necessary and agrees to require its insurance policies to be endorsed so as to waive all rights of subrogation against Company.
15. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER. FURTHER AND NOTWITHSTANDING THE PRECEDING SENTENCE, COMPANY SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES RELATED TO MOLD OR THE CREATION OF MOLD AT CUSTOMER'S LOCATION(S) AND SHALL HAVE NO OBLIGATION TO TREAT, IDENTIFY OR REMOVE SUCH MOLD.
16. The Company provides a one-year warranty (parts and labor) on all new installations of equipment or systems unless otherwise outlined in the proposal letter. The Company warrants all service and repairs for 90 days from completion of the work. The Company uses only new parts for replacement purposes and shall pass through to Customer the manufacturer's warranty. The Company's labor and other costs for replacement of warranty parts outside of the aforementioned warranty periods is not covered by the manufacturer's warranty and as such shall be invoiced separately at Company's prevailing rates or on a separately quoted basis. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
17. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE PRICE OF THE WORK PERFORMED BY THE COMPANY OR \$10,000, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
18. Neither party shall be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages or any character, including but not limited to loss of use of Customer's, property, loss of profits or loss of production, whether claimed by owner, manager, or occupant, or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.
19. Any legal action against the Company shall be commenced within (1) year from the date of the work.
20. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or seasonal start-up indicates repairs are required, a quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Company may remove the unacceptable system(s), component(s), or part(s), from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
21. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
22. Customer shall permit only Company's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Company's personnel perform such work, Company may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
23. Company expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Company's work under this agreement.
24. Due to current volatility in raw material pricing and possibility of tariffs, this proposal is based upon current market value. We reserve the opportunity to re-evaluate our proposal at the time of award based upon material pricing and tariffs at that time



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT WTW Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Zurich American Insurance Company	
INSURER B: AXIS Surplus Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: W36631677** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		GLO 8902940-05	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			BAP 8488453-05	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB			P-001-000068228-07	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC 8902941-05	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 5,000,000
							E.L. DISEASE - POLICY LIMIT \$ 5,000,000

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

Re: Masters - all jobs/locations.

City of Fargo is included as Additional Insured under the General Liability policy when required by written contract, agreement or permit and executed prior to the loss.

CERTIFICATE HOLDER

City of Fargo P.O. Box Fargo, ND 58107-2083	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. **GLO 8902940-05**

Effective Date: **12/31/2024**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE MAN001

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket when required by written contract, agreement, or permit and is executed prior to loss.	All projects or locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only to the extent of liability for "bodily injury", "property damage" or "personal and advertising injury" caused, by:

1. Your negligent acts or omissions; or
 2. The negligent acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8902940-05	Effective Date: 12/31/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE MAN 002

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket when required by written contract, agreement or permit and is executed prior to loss.	All projects or locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only to the extent of liability for "bodily injury" or "property damage" caused by your negligent acts or omissions in the completion of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.