

FARGO CITY COMMISSION AGENDA
Monday, September 28, 2026 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 14, 2026).

CONSENT AGENDA:

- 1. 1st reading of an Ordinance Amending Section 8-1606 of Article 8-16, of Chapter 8 of the Fargo Municipal Code Relating to Parking Tickets.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 25-1506 of Article 25-15 of Chapter 25 Relating to Licenses – Classification; an Ordinance Amending Section 25-1507 of Article 25-15 of Chapter 25 Relating to Licenses – Fees; an Ordinance Amending Section 25-1508 of Article 25-15 of Chapter 25 Relating to Issuance and Transfer of Licenses – Restrictions – Hearing Required; 1st reading, 9/14/26; and adoption of a Resolution Establishing Approved Alcohol Sale Locations and Operational Conditions for the Class “Airport” License at Hector International Airport.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Annexing a Certain Parcel of Land Lying in Part of the North Half of Section 10, Township 138 North, Range 49 West of the 5th Principal Meridian in Cass County, North Dakota; 1st reading, 9/14/26.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/14/26.
- 5. Direct the City Attorney's Office to review and revise Article 8-20 of the Fargo Municipal Code related to mobility impairment permits.
- 6. Receive and file the 2027 operating and capital budgets for Visit Fargo-Moorhead.
- 7. Applications for property tax exemptions for improvements made to buildings.
- 8. Applications for Games of Chance.
- 9. Appointment of election workers and additional workers for the 10/6/26 Special Election as presented and the appointment of Mayor Josh Boschee, City Attorney Ian McLean, City Auditor Susan Thomson and Commissioners John Strand and Michelle Turnberg as the Canvassing Board.
- 10. Developer Agreement and Infrastructure Request with 70th Avenue Development, LLC for Lost Creek First Addition.

11. Encroachment Agreement with West 45th Business Center, LLC for 300 and 350 45th Street South.
12. Change Order No. 1 in the amount of \$50,208.51 and a time extension to the Interim Completion Dates for Phase 1, Phase 1A and Phase 2 extending them to 9/1/26, 8/27/26 and 10/4/26, respectively, for Improvement District No. BR-26-F1.
13. Change Order No. 1 in the amount of \$124,888.72 and a time extension to the Interim and Substantial Completion Dates extending them to 10/10/26 and 10/26/26, respectively, for Improvement District No. BN-26-C1.
14. Change Order No. 3 in the amount of \$15,228.60 and a 7-day time extension to the Substantial Completion Date to 10/9/26 for Project No. UR-26-A1.
15. Request to advertise a Request for Proposal (RFP) for Federal Aid Project Nos. BR-26-G0, SR-28-A0, SN-28-A0 and SN-29-A0.
16. Bid award and contract to Gast Construction in the amount of \$131,560.00 for the Downtown Library coffee shop remodel (RFP26241).
17. Bid awards for FARGODOME relighting and concourse signage project (ITB26262).
18. Leave of absence extension for Russell Sunderland.
19. Contract with Wold Architects and Engineers and RLE in an amount not to exceed \$108,300.00 for conceptual design and cost estimate of a new Fire training facility and the assessment and redesign or reconstruction of Fire Station 4 (RFP26096).
20. Items from FAHR meeting:
 - a. Approve purchase of 2026 rear-mounted aerial truck from Spartan Fire, LLC in the amount of \$1,877,683.00 utilizing Sourcewell Contract #113021-RVG-4, additionally authorize the trade of unit TRK3 at a value of \$135,000.00.
 - b. Approve digital signage monitors at FARGODOME from Daktronics in the amount of \$1,386,885.00 utilizing Sourcewell Contract #030223-DAK.
 - c. Grant award and acceptance of the NDDOT State Aid for Public Transportation for SFY 2027 in the amount of \$649,416.00.
 - d. Grant award and acceptance of inter-local agreement between the City of Fargo and Cass County with the allocation of the 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) CFDA 16.738 in the amount of \$81,045.00 and related budget adjustment.
 - e. Approve the elevator refurbish at Newman Outdoor Field from TKE in the amount of \$53,000.00 and related budget adjustment.
21. Resolution Authorizing the Issuance of Not to Exceed \$50,995,000 City of Fargo North Dakota Refunding Improvement Bonds, Series 2026A, Prescribing the Terms and Covenants Thereof, and Creating a Fund for the Payment Thereof.
22. Resolution Authorizing the Redemption of Refunding Improvement Refunding Bonds, Series 2012A.
23. Resolution approving Plat of Schultz and Williams Addition.
24. Agreement with Concordia College for 2026-2027 U-Pass Transit Services.

25. Bills.

REGULAR AGENDA (Public Hearings at 5:05 p.m.):

26. **PUBLIC HEARING** – Special Assessments for Skyway Maintenance Fees.
27. **PUBLIC HEARING** – Special Assessments for Unpaid Utilities.
28. **PUBLIC HEARING** – Application to transfer the Class “F” Alcoholic Beverage License from 402 Broadway North to 524 Broadway North for Spaghetti Western LLC d/b/a Spaghetti Western.
29. **PUBLIC HEARING** – Application for a Class “GH” Alcoholic Beverage License for Mount Everest LLC d/b/a Mount Everest Kitchen to be located at 1450 25th Street South, Suite 160.
30. **PUBLIC HEARING – CONTINUED TO 10/26/26** – Application for an ownership change of a Class “A” Alcoholic Beverage License for Red Lobster Hospitality LLC d/b/a Red Lobster #309 located at 4215 13th Avenue South; continued from the 8/31/26 Regular Meeting.
31. **PUBLIC HEARING – CONTINUED TO 10/26/26** – Application to transfer the Class “ABH” Alcoholic Beverage License from Fargo Doublewood Inn LLP d/b/a Ramada Fargo to GHM Fargo Holiday Co. LLC d/b/a Ramada Fargo.
32. **PUBLIC HEARING** – Special Assessment for the 2026 New and Reconstruction of City Ordered Sidewalks (Project No. SR-25-A).
33. **PUBLIC HEARING** – Special Assessments for the 2026 New and Reconstruction of City Ordered Sidewalks (Project No. SR-25-B).
34. **PUBLIC HEARING** – Special Assessment List for the following Improvement Districts, all having been approved by the Special Assessment Commission 8/27/26:
 - a. New Construction Improvement District No. BN-23-F.
 - b. New Construction Improvement District No. BN-24-B.
 - c. New Construction Improvement District No. BN-25-E.
 - d. Arterial Reconstruction – Utilities & Paving Improvement District No. BR-23-G.
 - e. Reconstruction – Sanitary Sewer, Water Main, Storm Sewer, & Paving Improvement District No. BR-25-A.
 - f. Reconstruction – Sanitary Sewer, Water Main, Storm Sewer, & Paving Improvement District No. BR-25-B.
 - g. Reconstruction – Water Main, Storm Sewer, & Paving Improvement District No. BR-25-C.
 - h. Reconstruction – Sanitary Sewer, Water Main, Storm Sewer, & Paving Improvement District No. BR-25-E.
 - i. Reconstruction – Sanitary Sewer, Water Main, Storm Sewer, & Paving Improvement District No. BR-25-F.
 - j. Reconstruction – Sanitary Sewer, Water Main, Storm Sewer, & Paving Improvement District No. BR-25-G.
 - k. Reconstruction – Sanitary Sewer, Water Main, Storm Sewer, & Paving Improvement District No. BR-25-H.
 - l. Storm Sewer Lift Station Rehabilitation/Reconstruction Improvement District No. NR-24-C.

- m. Asphalt Wear Course Improvement District No. PN-25-A.
 - n. Seal Coat Improvement District No. PR-25-C.
 - o. Asphalt Mill & Overlay Improvement District No. PR-25-E.
 - p. Concrete Paving Rehabilitation Improvement District No. PR-25-F.
 - q. Asphalt Mill & Overlay Improvement District No. PR-25-H.
35. **PUBLIC HEARING** – Christianson 32nd Avenue South Fourth Addition (3102, 3150 and 3174 36th Street South); approval recommended by the Planning Commission on 9/1/26:
- a. Zoning Change from GC, General Commercial with a C-O, Conditional Overlay, to GC, General Commercial with a C-O, Conditional Overlay.
 - b. 1st reading of a rezoning Ordinance.
36. Recommendation to approve the Final Budget for 2027.
37. Adopt the Commercial Redevelopment PILOT Incentive policy.
38. Appointment to the Housing and Redevelopment Authority.
39. Construction update.
40. Liaison Commissioner assignment updates.
41. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up [here](#)).**

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

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

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1606, OF ARTICLE 8-16,
OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE,
RELATING TO PARKING TICKETS

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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. Amendment.

Section 8-1606, of Article 8-16, of Chapter 8, of the Fargo Municipal Code, is amended as follows:

8-1606. - Parking Tickets.

Any officer or representative of the police department who finds any motor vehicle located within the city at a place or in a condition which is at the time in violation of any of the provisions of article 8-10 (Parking Regulations) may affix a parking ticket to any portion of such motor vehicle. The parking ticket shall give notice in writing requiring the owner or person in possession of the motor vehicle to pay a parking fine in the amount as set forth in § 1-0305. For purposes of this article, where action may be taken or a function fulfilled by a representative of the police department, said representative may be one or more non-police-officer employees or may be a person, firm or other entity that has been designated by the police department or by the board of city commissioners to take such action or perform such function.

In the event the owner or person in possession of said motor vehicle disputes the validity of the parking ticket, such person shall be entitled to a review of the alleged violation by submitting a written request thereof to the entity specified on the parking ticket ~~the police department if the parking ticket was issued by the city of Fargo, or to the North Dakota State University Parking Office if the parking ticket was issued by North Dakota State University,~~ within five (5) days of the date of the issuance of the parking ticket. The review shall be conducted within five (5) days of the request ~~by a person designated by the chief of police or by a representative of the police department to conduct such proceedings.~~

After ~~said~~ review of the parking ticket, if the parking ticket is not voided, the owner or person in possession of the motor vehicle shall have five (5) days from the date of notification to request a hearing in Fargo Municipal Court. Failure to timely pay the fine amount or request a hearing will result in an increase in the fine/fee amount.

In the event the owner or person in possession of the motor vehicle requests a hearing in Fargo Municipal Court he or she may do so by posting a bond with the Clerk of Municipal Court in an amount equal to the dollar amount of the parking ticket. A copy of the parking ticket and review determination review form completed at the time a written request is made to the police department or North Dakota State University must be submitted to the Fargo Municipal Court at the time a hearing is requested. The clerk of Fargo Municipal Court shall provide notice of the time and place of the hearing. If after the hearing the Fargo Municipal Court makes a determination of not guilty, any sums paid to Fargo

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ORDINANCE NO. _____

Municipal Court shall be returned to the person who requested the hearing. Sentencing upon a determination of guilt shall be in accordance with the Fargo Municipal Code.

The parking ticket which is issued pursuant to this section shall include a notice that the motor vehicle being tagged is subject to impoundment if the owner neither requests a review, nor pays the fine within the time allotted or after the review, if the parking ticket is determined to be valid.

The foregoing procedure as set forth in this section is not exclusive, but is in addition to any other remedies or procedures provided by law.

Section 2. Penalty.

A person who violates Fargo Municipal Code Article 8-10 shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305 of the Fargo Municipal Code, as 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.

Joshua A. Boschec, Mayor

Attest:

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

First Reading:
Second Reading and Final Passage:
Publication:



**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Ian R. McLean

September 23, 2026

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

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

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RE: 2nd reading, waive reading and final adoption of an Ordinance amending Section 25-1506 of Article 25-15 of Chapter 25 relating to licenses – classification; an Ordinance amending Section 25-1507 of Article 25-15 of Chapter 25 relating to licenses – fees; and an Ordinance amending Section 25-1508 of Article 25-15 of Chapter 25 relating to issuance and transfer of licenses – restrictions – hearing required; 1st reading, 9/14/26; and adoption of companion Class Airport operating Resolution.

Dear Mayor and City Commissioners:

At the September 14, 2026, meeting, the City Commission approved the first reading of the three ordinances creating the new “Class Airport” alcoholic beverage license. The companion operating resolution was also provided to the Commission at that meeting for informational purposes. No changes have been made to either the ordinances or the resolution since the September 14 meeting.

The ordinances are now before the Commission for second reading, waiver of reading, and final adoption. The companion resolution is also before the Commission for adoption.

Following adoption of the ordinances and resolution, Sky Dine may submit an application for the new Class Airport license. The Sky Dine application will first be considered by the Liquor Control Board and will then be presented to the City Commission for final approval. Approval of the ordinances and resolution at this meeting does not itself issue a Class Airport license to Sky Dine.

SUGGESTED MOTION: I move to approve the 2nd reading, waive reading and final adoption of an Ordinance amending Section 25-1506 of Article 25-15 of Chapter 25 relating to licenses – classification; an Ordinance amending Section 25-1507 of Article 25-15 of Chapter 25 relating to licenses – fees; and an Ordinance amending Section 25-1508 of Article 25-15 of Chapter 25 relating to issuance and transfer of licenses – restrictions – hearing required; and to adopt the enclosed companion Resolution relating to operation of the Class Airport alcoholic beverage license.

Regards,

William Wischer
Assistant City Attorney

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 25-1506 OF ARTICLE 25-15,
2 OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE,
3 RELATING TO LICENSES-CLASSIFICATIONS

4 AND

5 AN ORDINANCE AMENDING SECTION 25-1507 OF ARTICLE 25-15,
6 OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE,
7 RELATING TO LICENSES-FEES

8 AND

9 AN ORDINANCE AMENDING SECTION 25-1508 OF ARTICLE 25-15,
10 OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE,
11 RELATING TO ISSUANCE AND TRANSFER OF LICENSES—RESTRICTIONS—
12 HEARING REQUIRED.

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

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

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

20 WHEREAS, the City of Fargo desires to establish a new alcoholic beverage license
21 classification, known as a “Class Airport” license, tailored to the unique operations of Hector
22 International Airport and authorizing the sale of alcoholic beverages at multiple approved
23 locations and their consumption within designated areas of the airport;

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

NOW, THEREFORE, be it Ordained by the Board of City Commissioners of the

1 City of Fargo:

2 Section 1. Amendment

3 Section 25-1506 of Article 25-15, of Chapter 25, of the Fargo Municipal Code is amended as
4 follows:

5 25-1506. – License - Classifications.

6 Licenses authorizing the sale at retail of alcoholic beverages within the city of Fargo shall
7 be divided into the following classes:

8 ***

9 FF. A “Class Airport” license shall authorize the on-sale of beer, wine, and distilled
10 spirits for consumption within the approved licensed premises located at Hector
11 International Airport (HIA), subject to the following conditions and any additional
12 operational conditions established by resolution of the Board of City
13 Commissioners:

- 14 1. Licensed Premises. The license shall be valid only for the premises located
15 within HIA.
- 16 2. Sale of alcohol. The locations where sales of alcohol may occur may include
17 bars, restaurants, or other service areas operated by the licensee within the
18 airport terminal, provided each location has been approved by a resolution of
19 the Board of City Commissioners. Sale locations may be added, removed,
20 expanded or reduced by resolution of the Board of City Commissioners.
- 21 3. Consumption of Alcohol. Alcohol sold pursuant to a “Class Airport” license
22 may be possessed and consumed only within areas of the licensed premises
23 approved by resolution of the Board of City Commissioners. Consumption
areas may be added, removed, expanded, reduced, or otherwise modified by
resolution of the Board of City Commissioners.

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ORDINANCE NO. _____

- 1 4. Food Sales. A "Class Airport" license must derive at least 50% of its gross
2 receipts from the sale of food products and not from the sale of alcoholic
3 beverages. All sales must occur at the place of business of the licensee. The
4 licensee shall maintain records demonstrating compliance with this subsection
5 and shall make such records available for inspection upon request.
- 6 5. Hours of Sale. Alcoholic beverages may be sold only during the hours
7 established by resolution of the Board of City Commissioners and during hours
8 otherwise permitted by city and state law. The Board of City Commissioners
9 may modify the authorized hours of sale by subsequent resolution.
- 10 6. Eligibility. One "Class Airport" license may be issued to a concessionaire that:
11 (1) has entered into a written concession agreement with the Fargo Municipal
12 Airport Authority authorizing the concessionaire to sell alcoholic beverages at
13 HIA; (2) meets all qualifications required by this chapter and North Dakota law;
14 and (3) has been approved by the Board of City Commissioners.
- 15 7. Transfer. It is the intent of this provision that the city of Fargo desires to control
16 the issuance of additional liquor licenses and restrict any artificial appreciation
17 in value of said licenses. The "Class Airport" license is a personal privilege to
18 the licensed concessionaire and shall not constitute a property interest. Any
19 attempted sale, assignment, pledge, transfer, or conveyance is void. Following
20 the license's reversion to the City, the Board of City Commissioners may issue
21 the license to a successor concessionaire that satisfies all eligibility
22 requirements.
- 23 8. Termination and Reversion. The "Class Airport" license is contingent upon the
 licensee maintaining a valid concession agreement with the Fargo Municipal
 Airport Authority authorizing the sale of alcoholic beverages. Upon the
 expiration or termination of that concession agreement, or upon the licensee
 otherwise ceasing to serve as the authorized concessionaire, the license shall
 automatically terminate and revert to the City without payment, compensation,
 or reimbursement to the licensee. All privileges granted under the license shall
 immediately cease, and the licensee shall immediately discontinue the sale of
 alcoholic beverages.
9. Fees. The initial fee for a "Class Airport" license as well as the annual renewal
 fee shall be set forth in city ordinance.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

10. Other.

- a) A "Class Airport" license shall not be combined with any other alcoholic beverage license.
- b) A "Class Airport" license shall not be counted toward, reduce the number of licenses available under, or otherwise affect any numerical limitation applicable to any other class of alcoholic beverage licenses established by this chapter.
- c) No person under twenty-one years of age may be seated at or within three feet of a bar counter.

Section 2. Amendment

Section 25-1507 of Article 25-15, of Chapter 25, of the Fargo Municipal Code is amended as follows:

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 VWB—\$7,500

Class Airport - \$115,000

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

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by the board of city commissioners; provided, that the time for payment of the remaining balance of the initial issuance fee may, with the approval of the board of city commissioners, be deferred and paid by periodic payments within 180 days after the date of approval. In the event that the applicant fails to pay the remainder of the initial 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.

B. Annual fees shall be payable at the beginning of each license year as follows:

Class VWB—\$750
Class Airport — \$1,700

C. The transfer of a license issued pursuant to the provisions of this article shall require a transfer fee equal to the total annual cost of the license being transferred; provided, however, that a transfer fee shall not be imposed for the following-described transfers:

Section 3. Initial Issuance: Surrender of Class A License: Fee Waiver (Not codified).

Notwithstanding Fargo Municipal Code § 25-1507(A), the initial issuance fee for the first "Class Airport" license issued following the effective date of this ordinance shall be waived, provided that, as a condition of issuance, the airport concessionaire surrenders its existing Class A license to the City without payment, compensation, reimbursement, or credit of any kind. Upon surrender, the Class A license shall revert to the City, and the Board of City Commissioners may thereafter issue the Class A license to another qualified applicant in accordance with this article and upon payment of the full initial issuance fee then applicable to a Class A license.

Section 4. Amendment.

Section 25-1508 of Article 25-15, of Chapter 25, of the Fargo Municipal Code is amended as follows:

25-1508. — Issuance and transfer of licenses—Restrictions—Hearing required.

F. The number of licenses which may be issued by the board of city commissioners shall be limited as follows:

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

30. Class B Annexation - no limit

31. Class Airport – 1

For purposes of determining the population of the city of Fargo in this article, the board of city commissioners may recognize the most recent estimated population as determined by the Census Bureau of the United States Department of Commerce and, further, may establish a current population by extrapolation based upon a reasonable rate of population change since the most recent census estimate or by estimation considering recent annexations into the city, the number of housing starts within the city, other relevant activity that would typically coincide with increases or decreases of population or any combination of such data or activity to arrive at such estimate.

Section 5. Effective Date.

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

Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading and Final Passage:
Publication:

COMMISSIONER _____ introduced the following resolution and moved its adoption:

**RESOLUTION
[ESTABLISHING APPROVED ALCOHOL SALE LOCATIONS AND
OPERATIONAL CONDITIONS FOR THE CLASS AIRPORT LICENSE AT
HECTOR INTERNATIONAL AIRPORT]**

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

WHEREAS, the City of Fargo, Cass County, North Dakota, is a municipal corporation, organized and existing under the laws of the State of North Dakota, which has adopted a Home Rule Charter, pursuant to the authority of N.D.C.C. Chapter 40-05.1;

WHEREAS, the City of Fargo is establishing a new alcoholic beverage license classification, known as a "Class Airport" license, tailored to the unique operations of Hector International Airport and authorizing the sale of alcoholic beverages at multiple locations and their consumption within designated areas of the airport;

WHEREAS, Fargo Municipal Code § 25-1506(FF) provides that alcohol may be sold under a Class Airport license only at locations approved by resolution of the Board of City Commissioners and authorizes the Board of City Commissioners to designate additional no-alcohol areas by resolution; and

WHEREAS, the Board of City Commissioners desires to establish the initially approved alcohol sales locations and impose operating, security, monitoring, and compliance conditions applicable to the Class Airport license.

NOW, THEREFORE, BE IT RESOLVED, by the Board of City Commissioners of the City of Fargo, North Dakota, as follows:

SECTION ONE – APPROVED ALCOHOL SALES LOCATIONS. The alcohol sales locations identified on the map constituting Exhibit A, which is attached to and incorporated into this Resolution, are established as the locations at which the Licensee may sell alcoholic beverages. Alcohol may not be sold from any bar, restaurant, cart, kiosk, temporary service point, mobile unit, gate area, or other location not identified in Exhibit A. The addition, removal, expansion, reduction, or relocation of a sales location requires approval by a subsequent resolution of the Board of City Commissioners.

SECTION TWO – AUTHORIZED CONSUMPTION AREAS AND NO-ALCOHOL AREAS. Alcohol sold under the Class Airport license may be possessed and consumed within the post-security portions of the passenger terminal constituting the approved licensed premises, except within the following areas:

- a. Restrooms;
- b. Children's play areas;
- c. Sensory rooms;
- d. Immersive reality rooms;
- e. Mothers' nursing rooms;
- f. Service animal relief areas;
- g. Security checkpoint areas;
- h. All pre-security areas of the passenger terminal;
- i. Jet bridges and aircraft; and
- j. Any other area designated by resolution of the Board of City Commissioners.

Alcohol may not be possessed or consumed outside the approved consumption areas. The addition, removal, expansion, reduction, or other modification of an approved consumption area requires approval by a subsequent resolution of the Board of City Commissioners. The Licensee shall take reasonable measures to prevent alcoholic beverages from being carried outside the approved consumption areas.

SECTION THREE – APPROVED CONTAINERS. Any alcoholic beverage carried outside an approved alcohol sales location must be in a container approved by the Municipal Airport Authority. The approved container must be readily distinguishable from containers used for nonalcoholic beverages and may not be made of glass. The Licensee may not sell or provide alcoholic beverages in sealed original packaging for later consumption or otherwise engage in off-sale activity.

SECTION FOUR – BEVERAGE QUANTITY LIMIT. The Licensee may not sell, serve, or provide an alcoholic beverage to an individual who already possesses two or more unfinished alcoholic beverages. This limitation applies to the number of unfinished alcoholic beverages possessed by an individual at one time and does not require the individual to pay or close an open tab after purchasing or receiving two alcoholic beverages. Additional alcoholic beverages may be purchased or provided under an open tab once the individual possesses fewer than two unfinished alcoholic beverages.

SECTION FIVE – HOURS OF SALE. Alcoholic beverages may be sold under the Class Airport license until 2:00 a.m., provided that no sale may occur during any hours in which the sale of alcoholic beverages is prohibited by city or state law.

SECTION SIX – SECURITY AND ALCOHOL MANAGEMENT PLAN. Before commencing operations under the Class Airport license, the Licensee, in coordination with the Municipal Airport Authority, shall prepare and implement a written Security and Alcohol Management Plan approved by the Municipal Airport Authority and the Fargo Police Department. The plan must provide for: (a) appropriate training of the Licensee's employees regarding age verification, responsible beverage service, recognition of intoxication, refusal of service, and applicable airport procedures; (b) reasonable monitoring of alcohol sales and consumption areas through the collaborative efforts of the Licensee, the Municipal Airport Authority, airport security personnel, and other appropriate airport personnel; (c) appropriate signage and other reasonable measures identifying approved consumption areas and areas where alcoholic beverages are prohibited; and

(d) procedures for reporting and responding to underage possession or consumption, overconsumption, disorderly conduct, medical emergencies, and other alcohol-related incidents, including coordination with the Fargo Police Department and other appropriate airport or emergency personnel. The Fargo Police Department may request reasonable modifications to the plan at any time in response to alcohol-related incidents, recurring compliance concerns, or changed safety or security conditions. The Board of City Commissioners may review the operation of the Class Airport license and modify the requirements of this Resolution if circumstances warrant.

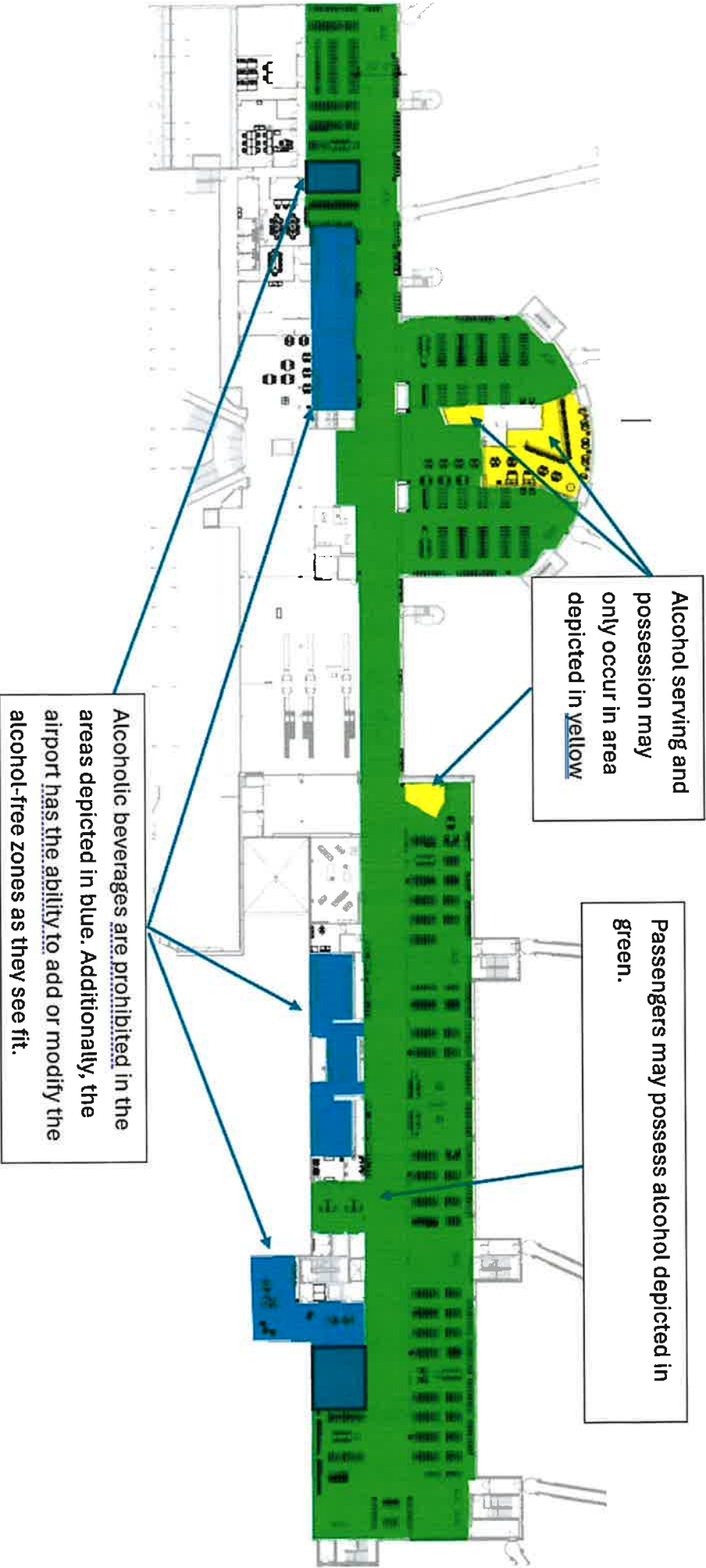
SECTION SEVEN – EFFECTIVE DATE. This Resolution is adopted in anticipation of the final passage, approval, and publication, of the ordinance establishing the “Class Airport” alcoholic beverage license. This Resolution shall have no force or effect unless and until that ordinance becomes effective. Subject to that condition, this Resolution shall automatically become effective, without further action by the Board of City Commissioners, upon the effective date of the ordinance establishing the “Class Airport” alcoholic beverage license, as finally adopted. If the ordinance establishing the “Class Airport” alcoholic beverage license is not finally adopted, this Resolution shall be null and void without further action by the Board of City Commissioners.

Joshua A. Boschee, Mayor

Attest:

Angie Bear Deputy City Auditor on behalf
of the City Auditor

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.



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

3

ORDINANCE NO. _____

AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND
LYING IN PART OF THE NORTH ½ OF SECTION 10, TOWNSHIP 138 NORTH
RANGE 49 WEST OF THE 5TH PRINCIPAL
MERIDIAN IN CASS COUNTY, NORTH DAKOTA

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

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

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

NOW, THEREFORE,

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

Section 1. The following described property located as part of the North ½ of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 1 OF COVEY RANCH FIRST ADDITION TO THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 87 DEGREES 56 MINUTES 21 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BLOCK 1, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 150.00 FEET TO THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 10; THENCE NORTH 87 DEGREES 56 MINUTES 15 SECONDS EAST ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS, AND ALONG A LINE 100.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10 A DISTANCE OF 1,318.30 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF AUDITOR'S LOT 1 OF SAID NORTHEAST QUARTER, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01 DEGREE 57 MINUTES 55 SECONDS EAST ALONG SAID NORTHERLY EXTENSION, AND ALONG

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1 THE EASTERLY LINE OF SAID AUDITOR'S LOT 1, AND THE SOUTHERLY
2 EXTENSION THEREOF A DISTANCE OF 2,000.86 FEET TO A POINT ON A LINE LYING
3 40.00 FEET SOUTH OF, AS MEASURED AT A RIGHT ANGLE TO, AND PARALLEL
4 WITH THE SOUTH LINE OF SAID AUDITOR'S LOT 1; THENCE SOUTH 87 DEGREES 56
5 MINUTES 15 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF
6 1,776.34 FEET; THENCE WESTERLY 104.05 FEET ALONG A TANGENTIAL CURVE,
7 CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL
8 ANGLE OF 09 DEGREES 56 MINUTES 11 SECONDS; THENCE NORTH 82 DEGREES 07
9 MINUTES 34 SECONDS WEST A DISTANCE OF 582.22 FEET; THENCE WESTERLY
10 225.28 FEET ALONG A TANGENTIAL CURVE, CONCAVE SOUTHERLY, HAVING A
11 RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES 16 MINUTES 09
12 SECONDS; THENCE SOUTH 65 DEGREES 36 MINUTES 17 SECONDS WEST A
13 DISTANCE OF 370.86 FEET; THENCE WESTERLY 407.19 FEET ALONG A
14 TANGENTIAL CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET
15 AND A CENTRAL ANGLE OF 38 DEGREES 53 MINUTES 00 SECONDS; THENCE
16 NORTH 75 DEGREES 30 MINUTES 43 SECONDS WEST A DISTANCE OF 259.81 FEET;
17 THENCE WESTERLY 113.12 FEET ALONG A TANGENTIAL CURVE, CONCAVE
18 SOUTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 16
19 DEGREES 12 MINUTES 11 SECONDS; THENCE SOUTH 88 DEGREES 17 MINUTES 06
20 SECONDS WEST A DISTANCE OF 186.66 FEET TO THE WEST LINE OF THE
21 NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 01 DEGREE 42
22 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST
23 QUARTER, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A
DISTANCE OF 884.85 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY
EXTENSION OF THE SOUTHERLY LINE OF COVEY RANCH SECOND ADDITION TO
THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE
NORTH 87 DEGREES 56 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY
EXTENSION, AND ALONG THE SOUTHERLY LINE OF SAID COVEY RANCH SECOND
ADDITION, AND ALONG THE CURRENT CITY OF FARGO CORPORATE LIMITS A
DISTANCE OF 1,720.31 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE
NORTH 01 DEGREE 52 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF
SAID COVEY RANCH SECOND ADDITION, AND ALONG THE CURRENT CITY OF
FARGO CORPORATE LIMITS A DISTANCE OF 251.00 FEET TO THE SOUTHWEST
CORNER OF SAID BLOCK 1; THENCE NORTH 87 DEGREES 56 MINUTES 21 SECONDS
EAST ALONG THE SOUTH LINE OF SAID BLOCK 1, AND ALONG THE CURRENT
CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 769.50 FEET TO THE
SOUTHEAST CORNER THEREOF; THENCE NORTH 01 DEGREE 52 MINUTES 55

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1 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 1, AND ALONG THE
2 CURRENT CITY OF FARGO CORPORATE LIMITS A DISTANCE OF 849.00 FEET TO
3 THE POINT OF BEGINNING.

4 SAID TRACT CONTAINS 122.95 ACRES, more or less.

5 Section 2. Effective Date.

6 This ordinance shall be in full force and effect from and after its passage and approval.
7
8

9 _____
10 Joshua A. Boschee, Mayor

11
12 ATTEST:

First Reading:
Second Reading:
Final Passage:

13
14
15 _____
16 Angie Bear, Deputy City Auditor on
17 behalf of City Auditor
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4

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN COVEY RANCH THIRD ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 6, 2026; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 14, 2026;

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block Two (2); Lot Four (4), Block Two (2); Lots One (1) and Twenty-Two (22), Block Eight (8) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from "AG", Agricultural, District to "PI", Public and Institutional, District.

Section 2. The following described property:

Lots Two (2) through Twenty-Seven (27), Block Five (5); Lots One (1) through Thirty-Nine (39), Block Six (6); Lots One (1) through Forty-Six (46), Block Seven (7); Lots Two (2) through Twenty-One (21) and Twenty-Three (23) through Thirty-Three (33), Block Eight (8) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. The following described properties:

Lots One (1) and (2), Block One (1); Lot One (1) and Three (3), Block Two (2); and Lot One (1), Block Three (3) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

will hereby retain the base zoning of “AG”, Agricultural, District.

Section 4. The following described properties:

Lot One (1), Block Four (4); and Lots Three (3) through Six (6), Block Three (3) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “AG”, Agricultural, District to “LC”, Limited Commercial, District.

AND

Lot Two (2), Block Three (3); and Lot One (1), Block Five (5) of Covey Ranch Third Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “AG”, Agricultural, District to “MR-3”, Multi-Dwelling Residential, District.

The properties described above in Section 4 shall be subject to a “C-O”, Conditional Overlay, District, consisting of the following conditions and requirements:

A. Commercial and Mixed Use Developments

1. Building Form and Style.

1.1. All building elevations/facades greater than 150 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at least two (2) feet, and the cumulative total horizontal width of all projections and/or recesses within a facade shall equate to at least an accumulated total of twenty (20) percent of the overall horizontal length of the facade. No uninterrupted length of any facade shall exceed 150 horizontal feet.

1.2. Ground floor facades that face public right of way, shall have arcades, display windows, entry areas, awnings, or other such features along no less than fifty (50) percent of its horizontal length. Ground floor facades that face public

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FARGO, NORTH DAKOTA

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right of way that are not the front can use such features in conjunction with plantings.

1.3. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, architectural metal panels, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multigenerational life span.

1.4. Accent Materials. In conjunction with the principal materials listed above in Section 1.3, finished wood and vinyl accent materials may also be used to construct or clad exterior walls. Accent materials shall be applied to no greater than twenty (20) percent of each building facade.

1.5. Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view at ground level by parapets, screens, or other enclosures.

1.6. Loading/unloading areas, building service entrances, loading docks, overhead doors, and ground level HVAC units shall be visually screened from adjacent public right-of-way by structures and/or landscaping. All structures used for visual screening shall be constructed or clad with the same materials used for the primary building.

1.7. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way and residentially zoned property by permanent walls. The permanent walls shall be constructed or clad with the same materials or compatible with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.8. Service, loading, and utility areas shall be screened from view with a wall, berm, plantings, or combination.

1.9. For Mixed Use Development, a minimum of 40% percent of the footprint of the building shall be used for parking.

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1.10. No accessory buildings for residential use are permitted.

1.11. Certain limited vehicle repair services that include internal bays or working areas, such as but not limited to quick lube and tire service, shall be required to have one overhead entry door and one overhead exit door. Overhead doors shall not face public right of way or residentially zoned property. Overhead doors shall match the color of the building or be transparent.

2. Site Design.

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots or parking structures;

2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;

2.1.3. Entrances of other buildings on the site;

2.1.4. Any public sidewalk system along the perimeter streets adjacent to the development; and

2.1.5. Adjacent pedestrian origins and destinations-including but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator.

2.1.6. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Uses. The following uses are prohibited:

3.1. Detention facilities;

3.2. Self-service storage;

3.3. Vehicle Repair

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- 3.4. Off premises signage/off premises advertising
- 3.5. Portable Signs
- 3.6. Pylon Signs
- 3.7. Industrial uses; and
- 3.8. Adult establishment.

- 4. Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

B. Residential Developments

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.3. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.

1.4. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way or between building front and private road.

1.5. Individual accessory buildings shall have a maximum length of 140 ft.

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1.6. A minimum of 40% percent of the footprint of the primary building shall be used for parking.

2. Site Design

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.2.1. Parking lots;

2.2.2. Any public sidewalk or multi-use path along the perimeter of the lot;

2.2.3. Entrances of other buildings on the site;

2.2.4. Any public sidewalk system along the perimeter streets adjacent to the development;

2.2.5. Adjacent pedestrian origins and destinations-including, but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator; and

2.2.6. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Uses. The following uses are prohibited:

3.1. Off premises signage/off premises advertising

3.2. Portable Signs

3.3. Pylon Signs

4. Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

1 Section 5. The City Auditor is hereby directed to amend the zoning map now on file in his
2 office so as to conform with and carry out the provisions of this ordinance.

3 Section 6. This ordinance shall be in full force and effect from and after its passage and
4 approval.

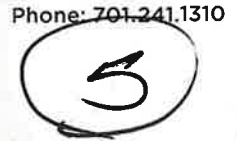
5 _____
Joshua A. Boschee, Mayor

6 (SEAL)

7 Attest:

8 _____
9 Angie Bear, Deputy City Auditor,
10 on behalf of the City Auditor

11 First Reading:
12 Second Reading:
13 Final Passage:
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September 28, 2026

TO: BOARD OF CITY COMMISSIONERS
FR: MAYOR JOSH BOSCH
RE: AUTHORIZE THE CITY ATTORNEY'S OFFICE TO REVIEW AND REVISE ARTICLE 8-20 OF THE FARGO MUNICIPAL CODE RELATED TO MOBILITY IMPAIRMENT PERMITS

The City recently received correspondence from North Dakota Protection & Advocacy regarding Fargo's process for issuing mobility impaired motorized scooter permits.

Under the City's current process, an individual seeking a mobility impaired motorized scooter permit must submit a City application that includes certification from a physician. The State of North Dakota also requires medical provider certification before issuing a mobility impaired parking permit. As a result, an individual who has already obtained a State mobility impaired parking permit may be required to obtain essentially the same medical certification a second time in order to receive the City's mobility impaired motorized scooter permit.

North Dakota Protection & Advocacy has recommended that the City consider allowing proof of a valid State mobility impaired parking permit to satisfy the City's medical-certification requirement, rather than requiring an applicant to obtain duplicate certification. P&A has also recommended making information regarding the City permit available online and allowing applications to be submitted electronically.

Before any changes are made, I am requesting that the City Commission provide direction to the City Attorney's Office to review the applicable provisions of the Fargo Municipal Code, along with the City's related policies and procedures, and work with the appropriate City departments to determine whether revisions should be proposed. Any proposed ordinance changes would return to the City Commission for consideration.

Recommended Motion: Direct the City Attorney's Office to review Article 8-20 of the Fargo Municipal Code and related policies and procedures regarding mobility impaired motorized scooter permits and draft any recommended revisions for future City Commission consideration.



September 28, 2026

TO: Board of City Commissioners
FROM: Michael Redlinger, City Administrator
RE: Visit Fargo-Moorhead 2027 Budget

As presented and discussed at the Finance Committee meeting on September 23, attached are the Visit Fargo-Moorhead Board-approved 2027 capital and operating budgets for the City Commission to receive and file. This action is in accordance with Ordinance 3-1306 and in preparation of the City of Fargo's final budget approval.

Recommended Motion:

Receive and file the 2027 operating and capital budgets for Visit Fargo-Moorhead.

2027 Capital Budget

ACCOUNT #	REVENUES	2027 BUDGET
400-1000-85	Fargo Lodging Tax*	\$1,130,250
415-1000-85	West Fargo Lodging Tax**	\$169,250
440-1000-85	Capital Interest Income	\$52,400
460-1000-85	Misc Capital	\$0
	TOTAL REVENUES	\$1,351,900
	EXPENDITURES	2027 BUDGET
170-0000-85	Furnishings - Asset (Unknown)	\$110,000
175-0000-85	Technology Purchases - Asset	\$29,000
180-0000-85	Bldg & Grounds Improv. - Asset	\$35,000
190-0000-85	Vehicle - Asset (trade-in)	\$0
500-0050-85	Capital Grant Program	\$650,000
500-1000-85	Professional Fees	\$5,000
502-1000-85	Insurance (City Policies)	\$4,450
505-1075-85	Telecommunications Expense	\$6,600
505-1085-85	Technology Maintenance/Upgrades	\$70,124
506-1000-85	Building Repair/Maintenance/Upgrades	\$20,000
506-1001-85	Office Repair/Maintenance/Upgrades	\$39,800
506-1010-85	Grounds Maintenance	\$56,500
511-1000-85	Equipment Leases	\$0
512-1000-85	Maintenance Contracts - Office & Equip	\$43,350
518-1000-85	Depreciation	\$72,000
520-1000-85	Bank & Credit Card Fees	\$1,500
558-1000-85	Real Estate Specials and Drains	\$500
632-1000-85	Bid Fees/Event Assistance	\$207,750
	Future Capital Allocation Fund	\$0
	TOTAL EXPENSES	\$1,351,574
	Total Revenues	\$1,351,900
	Total Expenses	\$1,351,574
	Variance	\$326

2027 Operating Budget

	2027 Monthly Budget	
Account #	REVENUES	2027 BUDGET
400-1000-10	Fargo Lodging Tax	2,260,500
410-1000-10	Moorhead Lodging Tax	174,000
415-1000-10	West Fargo Lodging Tax	338,500
405-1000-10	In-Kind Contribution	125,000
420-1000-10	Grant Income	5,000
430-1000-10	Gift Shop Revenue	81,000
435-1000-10	Marketing Advertising Revenue	10,000
440-1000-10	Interest Income	53,000
451-1000-10	Housing Bureau Revenue	315,250
460-1000-10	Miscellaneous	0
463-1000-10	Spending From Reserves	0
	TOTAL REVENUES	3,362,250

Account #	EXPENSES	2027 BUDGET
550-1000-20	Salaries	1,152,900
550-1010-20	Temporary Salaries	99,950
550-1012-20	Overtime	0
551-1000-20	Payroll Taxes-7.65% of Salaries + Temp Salaries	95,843
552-1000-20	Retirement-3% of Salaries	33,306
552-2000-20	HSA	17,850
553-1000-20	Unemployment	10,300
554-1000-20	Workers Comp	1,000
555-1000-20	Health/Dental/Vision Benefits	140,250
556-1000-20	Disability and Life Insurance	11,400
500-1000-20	Professional Fees	51,060
501-1000-20	Accounting Services	44,340
502-1000-20	Insurance	20,500
503-1000-20	Postage & Shipping	25,500
504-1000-20	Utilities	32,600
505-1000-20	Telecommunications/PR	17,400
507-1000-20	Office & Clerical Supplies	8,000
509-1000-20	Maintenance Supplies	2,400
509-1010-20	VIC Supplies	5,250
510-1000-20	Scholarship	0
512-1000-20	Maintenance Contracts - Office & Equipment	1,540
513-1000-20	Software Leases	31,844
514-1000-20	Dues & Subscriptions	71,407
515-1000-20	Miscellaneous	0
516-1000-90	Gift Shop Merchandise	53,250
520-1000-20	Bank & Credit Card Fees	3,000
545-1000-20	Rent	131,000

601-1010-20	Airfare	12,700
601-1015-20	Lodging, Meals, Misc.	29,050
601-2000-20	Tradeshow Expenses	0
601-3008-20	Client Development	10,000
601-3009-20	Activities Committee	3,700
601-3010-20	Donations & Contributions	2,400
605-1000-20	Travel - Vehicle	3,800
614-1000-20	Promotional Products	7,500
617-1000-20	Annual Events	37,500
628-1000-20	Registration Fees	24,695
628-1010-20	Professional Development	12,035
635-1000-20	Staff Clothing	500
636-1000-20	Site Visits	5,000
637-1000-20	Promotional Sponsorships	3,500
637-1010-20	Walk of Fame	0
513-1010-30	Software Leases & Subscriptions	4,000
514-1000-30	Dues & Subscriptions	1,700
515-1000-30	Miscellaneous	4,000
601-1010-30	Airfare	10,000
601-1015-30	Lodging, meals, misc.	23,250
601-2000-30	Tradeshow Expenses	2,500
601-3008-30	Client Development	8,000
605-1000-30	Travel - Vehicle	4,650
614-1000-30	Promotional Products	2,000
617-1000-30	Events/Receptions	2,000
618-1000-30	Event Assistance	21,300
619-1000-30	Event Hospitality	1,000
628-1000-30	Registration Fees	26,255
628-1010-30	Professional Development	7,250
635-1000-30	Staff Clothing	500
636-1000-30	Fam Tours/Site Inspections	15,000
637-1000-30	Promotional Sponsorships	34,000
513-1010-50	Marketing Software Leases/Subscriptions	81,900
514-1000-50	Dues & Subscriptions	1,989
515-1000-50	Miscellaneous	0
550-1015-50	Contract Labor/Agency Fees	27,000
601-1010-50	Airfare	6,000
601-1015-50	Lodging, Meals, Miscellaneous	7,800
601-2000-50	Tradeshow Expenses	200
601-3000-50	Travel Writer/Influencers	35,000
601-3008-50	Client Development	1,000
605-1000-50	Travel-Vehicle	2,000
606-1015-50	Print Advertising	7,605
606-1020-50	Radio/TV/Connected TV	2,500

606-1030-50	Photography/Film	900
606-1035-50	Digital Advertising	30,000
606-1045-50	Outdoor Advertising	0
614-1000-50	Promotional Products	10,000
618-1000-50	Event Assistance	15,000
620-1010-50	Print Material Distribution	4,350
622-1000-50	Website Updates	28,961
628-1000-50	Registration Fees	8,895
628-1010-50	Professional Development	329
632-1000-50	Print Materials	75,500
633-1000-50	Special Promotions	1,000
635-1000-50	Staff Clothing	1,000
637-1000-50	Promotional Sponsorships	42,500
513-1010-60	Software Leases/Subscriptions	4,000
514-1000-60	Dues & Subscriptions	3,372
515-1000-60	Miscellaneous	0
601-1010-60	Airfare	16,000
601-1015-60	Lodging, Meals, Misc	26,650
601-2000-60	Tradeshow Expenses	3,900
601-3008-60	Client Development	9,000
605-1000-60	Travel - Vehicle	3,080
614-1000-60	Promotional Products	4,000
617-1000-60	Annual Events	5,000
618-1000-60	Event Assistance	49,650
619-1000-60	Event Hospitality	25,050
628-1000-60	Registration Fees	24,751
628-1010-60	Professional Development	6,238
632-1020-60	Bid Fees	10,000
635-1000-60	Staff Clothing	1,000
636-1000-60	Fam Tours	7,000
637-1000-60	Promotional Sponsorships	70,500
632-1010-65	Housing Bureau/Meeting Max	0
632-1015-65	Housing Bureau Activity	222,700
513-1010-70	Software Leases/Subscriptions	0
514-1000-70	Dues & Subscriptions	99
515-1000-70	Miscellaneous	0
601-1010-70	Airfare	1,000
601-1015-70	Lodging, Meals, Misc	1,450
601-3008-70	Client Development	600
605-1000-70	Travel - Vehicle	400
619-1000-70	Event Hospitality	0
626-1000-70	Banners and Supplies	6,730
627-1000-70	Badges	86,250
628-1000-70	Registration Fees	960

628-1010-70	Professional Development	0
631-1050-70	Event Services In-Town Meals	0
635-1000-70	Staff Clothing	250
	TOTAL EXPENSES	3,362,734

	SUMMARY:	2027 BUDGET
	TOTAL REVENUES	3,362,250
	TOTAL EXPENSES	3,362,734
	VARIANCE	-484



7

September 9, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Timothy McLagan ET AL. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$342 with the City of Fargo's share being \$58.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02-2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal Description of the property for which exemption is claimed _____
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner MCLAGAN, TIMOTHY ET AL Phone No. _____
5. Mailing Address of Property Owner _____

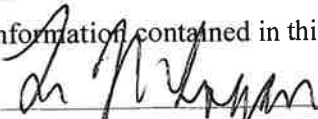
Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary).
Replaced 40yr old vinyl siding w/ brand new vinyl siding & gutters
7. Building permit No. 26060209
8. Year built (residential property) ~~2026~~ 1987
9. Date of commencement of making the improvements May 26, 2026
10. Estimated market value of property before the improvements \$ 534,000
11. Cost of making the improvement (all labor, material and overhead) \$ 75,000
12. Estimated market value of property after the improvements \$ 584,000

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant



Date

8/31/2026

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization



Date

9-18-2023

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.

Chairperson _____

Date _____



September 9, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Joseph and Lori Thomas. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$743 with the City of Fargo's share being \$126.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski". The signature is written in a cursive, flowing style.

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed _____
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Joseph & Lori Thomas Phone No. _____
5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). NEW ROOF NEW GUTTERS
NEW exterior DOORS NEW central air NEW Paint (interior)
7. Building permit No. n/a 8. Year built (residential property) 1997
9. Date of commencement of making the improvements July 2024 (ROOF GUTTERS central air) (Paint)
July 2025 (exterior Doors)
10. Estimated market value of property before the improvements \$ 507,000
11. Cost of making the improvement (all labor, material and overhead) \$ 43,000 (Paint was \$6000)
12. Estimated market value of property after the improvements \$ 550,000

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant Lori Thomas Date 9/2/24

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application
do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
Assessor/Director of Tax Equalization Walter Glonkowski Date 9-18-2023

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: _____
Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.
Chairperson _____ Date _____



September 9, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Nicholas Pates. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$121 with the City of Fargo's share being \$21.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

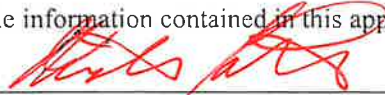
Property Identification

1. Legal description of the property for which exemption is claimed _____
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Nicholas Pates Phone No. _____
5. Mailing Address of Property Owner _____

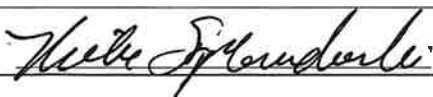
Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Remodel bathroom and bedroom closets
7. Building permit No. 25110258 8. Year built (residential property) 1948
9. Date of commencement of making the improvements SPRING 2026
10. Estimated market value of property before the improvements \$ 325,100.00
11. Cost of making the improvement (all labor, material and overhead) \$ 15,000
12. Estimated market value of property after the improvements \$ 334,100

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant  Date 9/8/2026

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
Assessor/Director of Tax Equalization  Date 9-18-2023

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: _____
Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.
Chairperson _____ Date _____



September 9, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Trevor and Kathryn Christianson. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$122 with the City of Fargo's share being \$21.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski". The signature is fluid and cursive.

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed _____ _____	
2. Address of Property _____	
3. Parcel Number _____	
4. Name of Property Owner <u>Trevor & Kathryn Christianson</u>	Phone No. <u>--</u>
5. Mailing Address of Property Owner _____	

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). <u>Create new basement bathroom</u>	
7. Building permit No. <u>26030317</u>	8. Year built (residential property) <u>1923</u>
9. Date of commencement of making the improvements <u>June 2026</u>	
10. Estimated market value of property before the improvements	\$ <u>292,300.00</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>20,000</u>
12. Estimated market value of property after the improvements	\$ <u>313,300</u>

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge. <i>✓</i>	
Applicant <u>K. Christianson</u>	Date <u>9/8/2026</u>

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____	
Assessor/Director of Tax Equalization <u>Mike Sjolund</u>	Date <u>9-18-2026</u>

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐	
Approval is subject to the following conditions: _____	
Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.	
Chairperson _____	Date _____



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: SEPTEMBER 28, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

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

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

4 Luv of Dog Rescue for a raffle 11/7/26.

Benefit for Isaac Putney for a raffle 10/6/26.

Centennial Elementary PTO for bingo and raffle on 10/23/26 & 1/22/27.

Churches United for the Homeless for a raffle 10/29/26

Eagles Elementary PTA for bingo 10/30/26 & 2/26/27.

El Zagal Outdoors Unlimited for bingo 4/18/27.

Greater MBA for a raffle 10/22/26.

Independent Insurance Agents of North Dakota for a raffle 10/21/26.

Red River Valley Woodcarvers for a raffle 10/3/26 & 10/4/26.



9

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 & City Auditor

RE: Appointment of Election Workers

DATE: September 28, 2026



Fargo Municipal Code and North Dakota Century Code require the governing body to appoint the workers for elections.

The City of Fargo will hold a special election on October 6, 2026 regarding change in form of government. The Finance Department has lined up workers to adequately staff and conduct this special election. To date, forty-eight workers have been secured and are included on the list attached. We anticipate adding a few additional staff to round out the roster.

Additionally, the Auditor's Office is required to nominate a Canvassing Board to canvass the results of the election. The Canvassing Board will meet 13 days after the election, as required by State law, on October 19 at 11 a.m. in the Red River room. Fargo Municipal Code requires the Canvassing Board be comprised of the Mayor, City Attorney, City Auditor and two Commissioners. Please appoint Mayor Josh Boschee, City Attorney Ian McLean, City Auditor Susan Thompson, and Commissioners John Strand and Michelle Turnberg as the Canvassing Board.

Recommended Motion:

Approve the election workers list and additional workers secured by the Finance Department needed for the October 6, 2026 Special Election; approve the Canvassing Board of Mayor Josh Boschee, City Attorney Ian McLean, City Auditor Susan Thompson, and City Commissioners John Strand and Michelle Turnberg.

2026 City of Fargo – Special Election

Tuesday – October 6, 2026

Polling Location #1 – Fargodome
--

Inspector:

Chris Rose

Judges:

Sharon Fowler

Thomas Fowler

Joan Nycklemoe-Connell

Sonya Kiehl

Clerks:

Cheryl Gumke

Shirley Kondelis

Anna Welder

Andrea Ingersoll

Allison Prochnow

Wyatt Papenfuss

Tanner Smedshammer

Chelsey Stoa

Melissa Gaultrapp

Bobbie Goulet

Jason Powell

Tom Ganje

Polling Location #2 – Civic Center

Inspector:

Dawn Mayo

Judges:

Michael Jones

Jess Hernandez

Clerks:

Rebecca Bishop

KJ Stearns

Susan Ostby

Brenda Derrig
Chad Lemar
Nicole Hofer
Patty Swift
Jan Eliassen

Polling Location #3 – Atonement Lutheran Church
--

Inspector:

Carrie Clemens

Judges:

Mark Thelen
Charlotte Anderson
Kyle Anderson
Renee Johnson

Clerks:

Clair Solberg
Liz Thelen
Barb Holtgard
Ardella Larson
Clinton B. Larson
Neil Litton
Corey Houim
Benjamin Baukol
Jill Pagel
Jodi Kosienki
Melissa Wolf

Absentee Board

Inspector:

Kathleen Nordness

Board Members:

Cherie Lynn Lamb
Loann Jean Amundson
Judy Gartner

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

Type: Developer Agreement & Infrastructure Request

Location: Lost Creek First Addition

Date of Hearing: 9/21/2026

Routing

City Commission

PWPEC File

Project File

Date9/28/2026XNathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding an infrastructure request and Developer Agreement with 70th Avenue Development, LLC for the Lost Creek First Addition.

This Addition was approved by City Commission on June 22, 2026 subject to certain conditions. Staff has worked with the Developer to prepare a draft Developer Agreement that outlines the requirements and responsibilities associated with the future infrastructure needed to serve the Addition.

The Developer has also submitted an infrastructure request for street and utility improvements for the Addition. The Developer is asking the City to complete the design, bidding, and construction administration of the improvements. Due to the size of the request, it may be beneficial to divide the improvements into two separate construction projects. Staff will continue these discussions to determine if two projects would be preferred. If divided into two projects, it is anticipated that the first project would be bid in time for construction to begin in spring 2027, with the second project bid later in 2027 for construction beginning in the fall.

Staff have reviewed the requirements for infrastructure requests and determined that the Developer has satisfied four of the seven requirements. The three remaining items are as follows:

- Plat recordation
- Execute Special Assessment Security Agreement
- Letter of Credit

Staff is recommending approval of the Developer Agreement and Infrastructure Request contingent upon remaining conditions and execution of remaining requirements.

During the Committee's discussion of the infrastructure request submitted by the Developer, the Committee determined that the request could be supported provided that the full extent of 66th Avenue South is improved to Veterans Boulevard. Staff discussed this extension of 66th Avenue South with the Developer, and the Developer agreed to this revision.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the Developer Agreement for Lost Creek First Addition and approval of the infrastructure request, including the extension of 66th Avenue South, contingent upon completion of the remaining conditions from the June 22, 2026 City Commission action, execution of Special Assessment Security Agreement, and receipt of the required letter of credit, and direct Engineering staff to begin design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Lost Creek First Addition and approval of the infrastructure request contingent upon completion of the remaining conditions from the June 22, 2026 City Commission action, execution of Special Assessment Security Agreement, and receipt of the required letter of credit, and direct Engineering staff to begin design.

PWPEC 9/21/2026

Lost Creek First Addition – Developer Agreement & Infrastructure Request

Page 2

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

COMMITTEE

	Present	Yes	No	Unanimous
				☒
Joshua Boschee, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	
Gary Lorenz, Fire Chief	☒	☒	☐	
Michael Redlinger, City Administrator	☒	☒	☐	
Ben Dow, Director of Operations	☒	☒	☐	
Tom Knakmuhs, City Engineer	☒	☒	☐	Nathan Boerboom
Susan Thompson, Finance Director	☒	☒	☐	

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: September 17, 2026
Re: Developer Agreement and Infrastructure Request for Lost Creek First Addition

Background:

The Lost Creek First Addition (Addition) includes the platting of 196 lots, including 189 single-dwelling residential lots, four multi-family residential lots, and three public & institutional lots. This Addition was approved by City Commission on June 22, 2026 subject to the following conditions:

1. Technical review of the plat shall be completed and approved by the City Engineer
 - a. Status: Review ongoing
2. A Developer Agreement must be approved by the City Commission
 - a. Status: Draft completed and subject of this memorandum
3. An amenities plan shall be approved by the City
 - a. Status: Draft completed and on PWPEC's September 21st agenda for consideration
4. A Memorandum of Understanding (MOU) for Veterans Boulevard shall be executed between the City of Fargo and the City of Horace
 - a. Status: Conversations are ongoing with the City of Horace
5. Public Works and Police service impacts shall be evaluated and incorporated into future City budget and service planning processes.
 - a. Status: 2027 City budget discussions are ongoing

As noted in item #2 above, staff has worked with the Developer to prepare a draft Developer Agreement that outlines the requirements and responsibilities associated with the future infrastructure needed to serve the Addition.

The following are key components of the Developer Agreement:

- The Developer acknowledges that 64th Avenue South (45th Street South to Veterans Boulevard) and Veterans Boulevard (64th Avenue South to 76th Avenue South) must be improved from gravel roadways to paved roadways and agrees to waive its right to protest the initial improvements to these roadways.
- The Developer acknowledges that the local infrastructure project to serve the Addition cannot begin until contracts for construction of 64th Avenue South and the sanitary sewer lift station are in place.
- The Developer acknowledges that no building permits for properties within the Addition will be issued until construction of 64th Avenue South and the sanitary sewer lift station are substantially completed.
- The Developer acknowledges that a Memorandum of Understanding for Veterans Boulevard with the City of Horace must be executed before the Addition's plat will be recorded, unless otherwise determined by the City Commission.
- The Developer acknowledges that the intersections of 64th Avenue South/52nd Street South, 64th Avenue South/55th Street South, and Veterans Boulevard/66th Avenue South may be modified to limited access configurations in the future at the sole discretion of the City.

The Developer has also submitted an infrastructure request for street and utility improvements for the Addition. The request includes construction of all street and utility improvements within the dedicated right of way, with the exception of 66th Avenue South (55th Street South to Veterans Boulevard) and 56th Street South (66th Avenue South to 68th Avenue South).

As part of the request, the Developer is asking the City to complete the design, bidding, and construction administration of the improvements. They are also requesting that the City finance the street and utility improvements through special assessments applied to the benefiting properties in accordance with the City Infrastructure Funding Policy.

The Developer's request also acknowledges that, due to the size of the request, it may be beneficial to divide the improvements into two separate construction projects to encourage competitive bidding and maintain reasonable construction schedules. Staff has had preliminary discussions with the Developer regarding a potential project split and will continue those discussions as timelines for other 2027 City led projects become better defined. These discussions will help determine whether the improvements should be divided into two projects and, if so, establish an appropriate scope and construction schedule for each. If divided into two projects, it is anticipated that the first project would be bid in time for construction to begin in spring 2027, with the second project bid later in 2027 for construction beginning in the fall.

Staff has reviewed the requirements for infrastructure requests and determined that the Developer has satisfied four of the seven requirements. The three remaining items are as follows:

- Plat recordation
- Execute special assessment security agreement
- Letter of credit

If the infrastructure request is approved, and the remaining conditions from the June 22, 2026, City Commission action are met, City staff will incorporate the infrastructure request into the Engineering Capital Improvement Plan. The project(s) will be 100% special assessed to the benefiting properties.

Attached to this memorandum is the Developer Agreement, which outlines the full terms and conditions of the agreement and the infrastructure request submitted by the Developer.

Recommended Motions:

Approve the Developer Agreement with 70th Avenue Development, LLC for the Lost Creek First Addition.

Approve the infrastructure request, contingent upon completion of the remaining conditions from the June 22, 2026 City Commission action, execution of special assessment security agreement, and receipt of the required letter of credit, and direct Engineering staff to begin design.

NAB/klb
Attachments

Developer Agreement

This Agreement, made and entered into between 70th Avenue Development, LLC, a North Dakota limited liability company (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, known as all of Blocks 1, 2, 3, 5, 6, 7, 8, 9, 10, and 11; Lots 1 and 3-13, Block 4 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer will make a request for local infrastructure for the Development Property (“Initial Project”) and agreed to waive the protest of any resolutions of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and waived its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the initial infrastructure. The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the Initial Project, which may include assessment to the benefiting properties or funding by the Developer. The Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration and determination of the funding method to be utilized. The Developer shall retain the right to withdraw its request for the Initial Project at Developer’s discretion until such time as the City has bid and awarded a construction contract for construction of the Initial Project.
3. Veterans Boulevard is currently a gravel surface from 64th Avenue South to 76th Avenue South. To support the Development Property, the City will improve Veterans

Boulevard to a paved surface at some point in the future when such improvements are warranted in the sole discretion of the City. The City shall have the sole discretion to decide whether Veterans Boulevard will initially be improved to a rural asphalt section or urban concrete section, with such decision to be made by the City at a later date and which may occur after recordation of this Agreement. The funding of these future improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for the projects. The Developer agrees to waive its right to protest the resolution of necessity for the initial improvements to Veterans Boulevard, with the understanding that the costs of such improvements will be allocated and specially assessed in a manner consistent with the City of Fargo's historical methodology for funding and specially assessing arterial roadway improvements as contained in the 2026 Fargo Infrastructure Funding Policy approved by the City Commission on November 24, 2025. Routine modifications to the City's Infrastructure Funding Policy, including updates to reflect inflation, construction costs, project markups, or other refinements that do not materially alter the methodology for allocating costs, shall not be considered a change in methodology. Nothing in this Agreement shall prevent the Developer from contesting the assessment if the City materially changes its methodology for allocating or special assessing the costs of arterial roadway improvements.

4. 64th Avenue South is currently a gravel surface from 45th Street South to Veterans Boulevard. To support the Development Property, the City will improve 64th Avenue South to a paved surface prior to or in conjunction with the Initial Project. The City shall have the sole discretion to decide whether 64th Avenue South will initially be improved to a rural asphalt section or urban concrete section, with such decision to be made by the City at a later date and which may occur after recordation of this Agreement. The funding of these future improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for the projects. The Developer agrees to waive its right to protest the resolution of necessity for the initial improvements to 64th Avenue South, with the understanding that the costs of such improvements will be allocated and specially assessed in a manner consistent with the City of Fargo's historical methodology for funding and specially assessing arterial roadway improvements as contained in the 2026 Fargo Infrastructure Funding Policy approved by the City Commission on November 24, 2025. Routine modifications to the City's Infrastructure Funding Policy, including updates to reflect inflation, construction costs, project markups, or other refinements that do not materially alter the methodology for allocating costs, shall not be considered a change in methodology. Nothing in this Agreement shall prevent the Developer from contesting the assessment if the City materially changes its methodology for allocating or special assessing the costs of arterial roadway improvements.

5. At the time of this Agreement, no determination has yet been made by the City as to whether 64th Avenue South or Veterans Boulevard will be constructed as either a rural asphalt or urban concrete pavement section. Additionally, no determination has yet been made regarding the funding of the Initial Project for the Development Property (i.e., Developer funded, special assessments, or a combination of both).
 - a. The City shall determine the scope, timing, and scale of the projects, including whether to combine or separate the Initial Project and the arterial roadway projects. If the City determines to complete the construction in two or more projects, then the City shall coordinate with the Developer the timing of when the projects are constructed, which projects will be constructed together or separately, and the timing of the projects.
 - b. The parties hereby acknowledge and agree that the City's determinations regarding the scope, timing, and scale of the projects could result in 64th Avenue South and Veterans Boulevard being constructed in one calendar year or in separate years.
 - c. Developer hereby acknowledges and agrees that unless previously approved by the City, it will not be able to utilize public right-of-way consisting of 64th Avenue South and/or Veterans Boulevard to access the Development Property while those arterial roadways are under construction.
 - d. Developer hereby acknowledges and agrees that it will not be permitted to begin construction of the Initial Project within the Development Property until, at a minimum, the City has completed the design, bid, and award of the contract for improving 64th Avenue South to a paved surface, as well as the construction of the sanitary sewer lift station to serve the surrounding area, which includes the Development Property. As a result, Developer acknowledges and agrees that additional access to the Initial Project area will need to be provided by Developer to the City to allow for the Initial Project to be constructed if the Initial Project is constructed in the same calendar year as construction of 64th Avenue South and/or Veterans Boulevard.
 - e. The City will not issue any building permits for projects or properties within the Development Property until (a) the construction of improving 64th Avenue South to pavement as described herein is substantially completed (b) the City's sanitary lift station projects benefiting the Development Property are substantially completed, and (c) any other conditions typically required for issuance of building permits are satisfied.
 - f. If the City has a contract for the Initial Project, the Developer shall be required to grant the City and its contractors temporary access to the Development Property for the Initial Project if access from 64th Avenue South and Veterans Boulevard is unavailable due to the construction of the improvements to those

arterial roadways, such temporary access shall include a written temporary easement granting the City the rights in ingress and egress at no cost to the City. All costs to construct a temporary access road to the Development Property shall be paid for by the Developer (not special assessed) but included as part of the City's contract for the Initial Project. If 64th Avenue South is under construction and Veterans Boulevard has not yet commenced construction, the Developer and/or the City and its contractors may access the Development Property via Veterans Boulevard.

6. Developer hereby acknowledges and agrees that the City is currently coordinating with the City of Horace regarding a Memorandum of Understanding (the "MoU") pertaining to the construction and long-term maintenance roles and responsibilities for Veterans Boulevard. Unless otherwise determined by the Fargo City Commission such MoU must be executed by both Fargo and Horace prior to recordation of the Lost Creek First Addition plat and construction of improvements to Veterans Boulevard.
7. Developer agrees that access points to 64th Avenue South at 52nd Street and 55th Street may be initially constructed to allow all or limited turning movements at those intersections. The decision on how these intersections are initially constructed and any future adjustments to these turning movements shall be at the sole discretion of the City. Developer acknowledges that if intersections are initially constructed to allow all turning movements that future traffic volumes may necessitate turning movements to become limited, which shall be at the City's sole discretion at a future date.
8. Developer agrees that the access point to Veterans Boulevard at 66th Avenue South will initially allow all turning movements at the intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration of the turning movements at this intersection is necessary shall be at the sole discretion of the City.
9. Developer shall be required to direct discharge of the storm water runoff of the MR Zoned Parcel of the Development Property into the storm water channel consisting of Lot 14, Block 4 of the Lost Creek First Addition, which is located immediately to the east of MR Zoned Parcel. The City will allow one storm water outfall/connection from the MR Zoned Parcel of the Development Property into the storm water channel. Developer shall not discharge any storm water from the MR Zoned Parcel onto 52nd Street South, 64th Avenue South or 66th Avenue South. Before Developer shall be permitted to make any connection from the MR Zoned Parcel of the Development Property into the storm water channel, Developer and City must enter a separate storm sewer easement, which the parties will negotiate in good faith.

10. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement. Developer also hereby agrees to notify the City no later than ten (10) days prior to an assignment or sale of the Development Property.
11. The parties hereby agree that this Agreement may be recorded against the Development Property.
12. 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 District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
13. The failure or delay of a party 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 by that party 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 party to enforce each and every term of this Agreement.
14. 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.
15. This Agreement, together with any related 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.
16. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

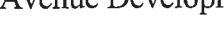
Developer

70th Avenue Development, LLC

Dated:

9/11/26

70th Avenue Development, LLC



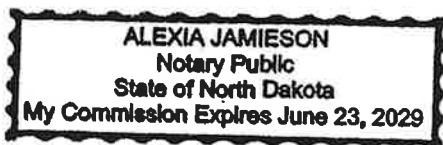
By: James Bullis

By: James Bullis

Its: President

[illegible]

On this 11 day of September 2026, before me, a notary public in and for said county and state, personally appeared James Bullis, an authorized signatory of 70th Avenue Development, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.




Notary Public
Cass County, ND
My Commission expires: June 23, 2029

(SEAL)

City of Fargo, a municipal corporation

Dated: _____

Joshua Boschee, Mayor

ATTEST

Angie Bear, Deputy Auditor
on behalf of City Auditor

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

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lot 1, Block 1 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-11, Block 2 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-13, Block 3 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1 and 3-13, Block 4 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-18, Block 5 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-20, Block 6 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-32, Block 7 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-32, Block 8 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

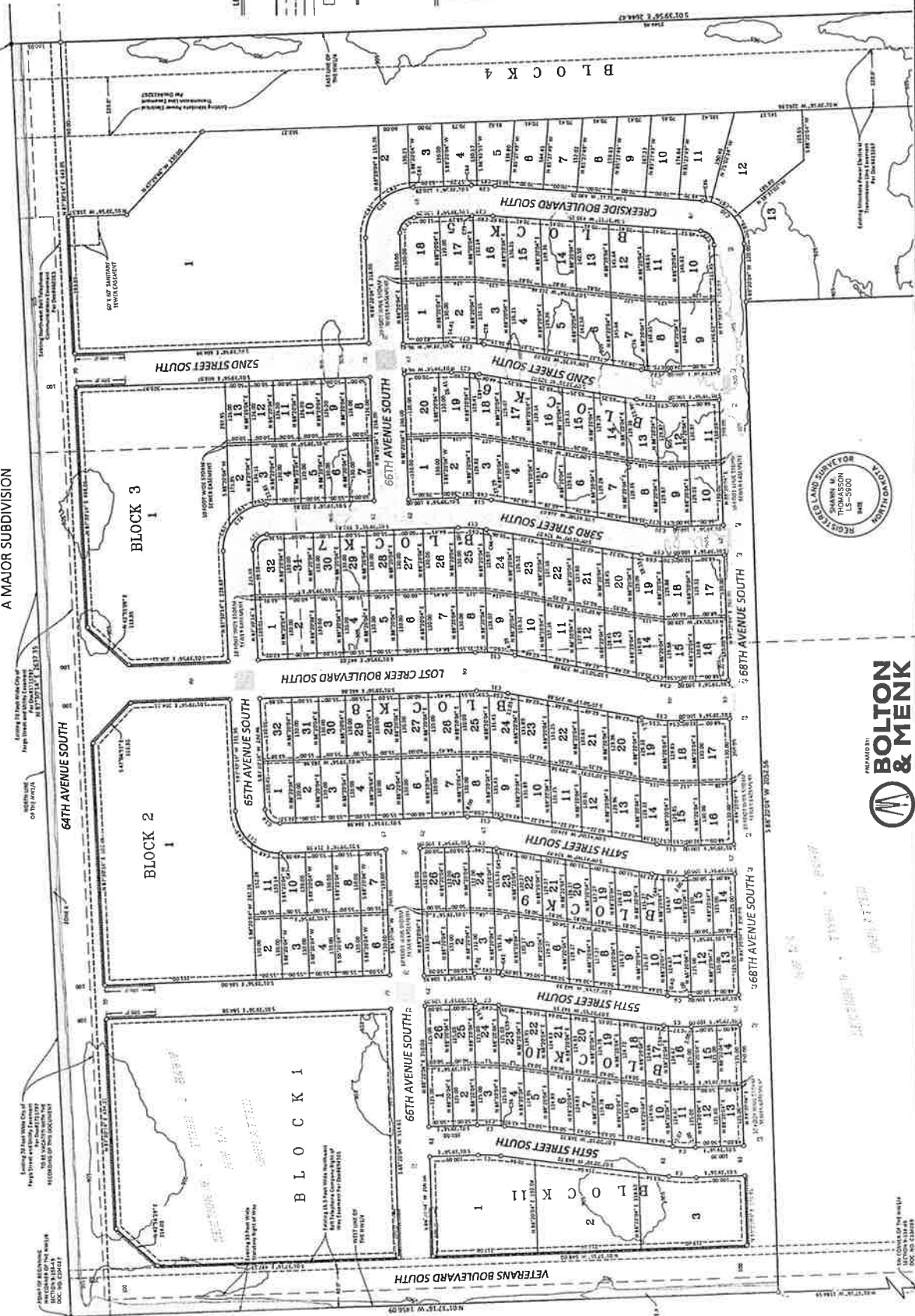
Lots 1-26, Block 9 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-26, Block 10 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

Lots 1-3, Block 11 of Lost Creek First Addition in the City of Fargo, Cass County, North Dakota

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION

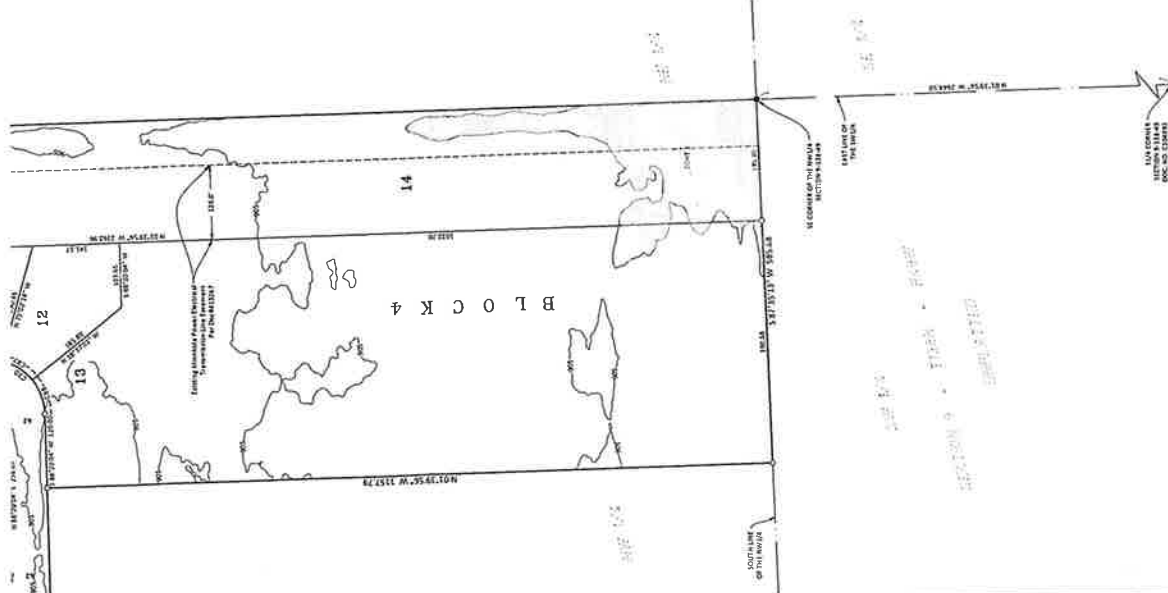


PREPARED BY:
**BOLTON
& MENK**

SHEET 1 OF 3

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION



BLOCK 1	Q#	MS. PT.
	1	191748

BLOCK 2		ML FT.
1	270465	
2	7150	
3	7150	
4	7150	
5	7150	
6	7150	
7	7150	
8	7150	
9	7150	
10	7150	
11	7150	

BLOCK 3		502, 474
1	154-5443	
2	7420	
3	8319	
4	4350	
5	8500	
6	4350	
7	4350	
8	4350	
9	4350	
10	4350	
11	4350	
12	4350	
13	4350	
14	4350	

BLOCK 4	
ST#	3Q, FY
1	241416
2	1342
3	9303
4	3140
5	9227
6	9843
7	10373
8	10618
9	11440
10	11879
11	15013
12	27919
13	431913
14	512546

BLOCK 5	
LOT #	SQ. FT.
1	108642
2	91504
3	39343
4	56454
5	24425
6	33883
7	32969
8	15646
9	11347
10	10649
11	17335
12	27390
13	21065
14	89134
15	96453
16	36238
17	81278
18	10647

BLOCK 6		MCQ PT.
1	1	9180.8
2	2	9191.2
3	3	9206
4	4	9243
5	5	9287
6	6	9272
7	7	9379
8	8	9376
9	9	9331
10	10	9348
11	11	9412
12	12	9319
13	13	9252
14	14	9177
15	15	9272
16	16	9287
17	17	9253
18	18	9290
19	19	9347
20	20	9190

DATE	104.17	104.17
1	1118	
2	1062	
3	1130	
4	1150	
5	1150	
6	1080	
7	1039	
8	1033	
9	1018	
10	1013	
11	1077	
12	1018	
13	1015	
14	1009	
15	1026	
16	1003	
17	1017	
18	1012	
19	1027	
20	1003	
21	1011	
22	1011	
23	1077	
24	1163	
25	1018	
26	1039	
27	1000	
28	1150	
29	1130	
30	1130	
31	1000	
32	1018	

BLOCK 8		
DET	HL PT	
1	8352	
2	8352	
3	7150	
4	7150	
5	7710	
6	7340	
7	6119	
8	6713	
9	6218	
10	6018	
11	7017	
12	7640	
13	7316	
14	7317	
15	7313	
16	8410	
17	8402	
18	7902	
19	7413	
20	7810	
21	7843	
22	7817	
23	6014	
24	6274	
25	7817	
26	8129	
27	7400	
28	7150	
29	7310	
30	7310	
31	7150	
32	8111	

[illegible]

Block 10	Unit #	% G. Yr.
	1	4230
	2	4236
	3	4222
	4	4248
	5	4266
	6	4243
	7	4268
	8	4237
	9	4238
	10	4235
	11	4239
	12	4256
	13	4000
	14	4000
	15	4218
	16	4213
	17	4230
	18	4221
	19	4237
	20	4240
	21	4248
	22	4248
	23	4248
	24	4230
	25	4243
	26	4236

Block #	Vol. #	Vol. #
1	1	1
2	2	2
3	3	3

UNIT NAME	REASON			TOTAL
	1	2	3	
0001	0001	0001	0001	0001
0002	0002	0002	0002	0002
0003	0003	0003	0003	0003
0004	0004	0004	0004	0004
0005	0005	0005	0005	0005
0006	0006	0006	0006	0006
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0037	0037	0037	0037	0037
0038	0038	0038	0038	0038
0039	0039	0039	0039	0039
0040	0040	0040	0040	0040
0041	0041	0041	0041	0041
0042	0042	0042	0042	0042
0043	0043	0043	0043	0043
0044	0044	0044	0044	0044
0045	0045	0045	0045	0045
0046	0046	0046	0046	0046
0047	0047	0047	0047	0047
0048	0048	0048	0048	0048
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0050	0050	0050	0050	0050
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0052	0052	0052	0052	0052
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0067	0067	0067	0067	0067
0068	0068	0068	0068	0068
0069	0069	0069	0069	0069
0070	0070	0070	0070	0070
0071	0071	0071	0071	0071

[illegible][illegible][illegible]

COW#	COW#				COW#				COW#				COW#			
	QUANTITY	RANKING	AREA	PERCENTAGE	QUANTITY	RANKING	AREA	PERCENTAGE	QUANTITY	RANKING	AREA	PERCENTAGE	QUANTITY	RANKING	AREA	PERCENTAGE
C1	3247	3140	2707375	33.47	3247	3140	2707375	33.47	3247	3140	2707375	33.47	3247	3140	2707375	33.47
C2	3474	3010	2794735	31.81	3474	3010	2794735	31.81	3474	3010	2794735	31.81	3474	3010	2794735	31.81
C3	3341	3080	2895934	31.30	3341	3080	2895934	31.30	3341	3080	2895934	31.30	3341	3080	2895934	31.30
C4	3743	2810	3711132	34.24	3743	2810	3711132	34.24	3743	2810	3711132	34.24	3743	2810	3711132	34.24
C5	3324	3090	2770333	33.31	3324	3090	2770333	33.31	3324	3090	2770333	33.31	3324	3090	2770333	33.31
C6	3414	3050	2737373	34.18	3414	3050	2737373	34.18	3414	3050	2737373	34.18	3414	3050	2737373	34.18
C7	3743	2810	3711132	34.24	3743	2810	3711132	34.24	3743	2810	3711132	34.24	3743	2810	3711132	34.24
C8	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C9	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C10	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C11	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C12	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C13	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C14	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C15	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C16	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
C17	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44
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C21	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44	3443	3040	2737373	34.44

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198	100.00	10/10/10	10/10/10	198
199	100.00	10/10/10	10/10/10	199
200	100.00	10/10/10	10/10/10	200



DOCUMENTS OF RECORD

- Permanent Delinquents Estimated to City of Paris,
Southeast Central Region, Reported at least one Time
of Youth Delinquency, recorded as Document No. 334712.**

BASE FLOOD ELEVATION: 905.7

Public utility easements are shown thus:

—

LOT

15

AVENUE

ing 10 feet in width and adjoining street right of

es as shown on the plat, unless otherwise indicated.

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION

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





9/17/2026

Re: Lost Creek First Addition – Request for Improvements for Phase 1

Nathan,

Please consider this letter as our official request for municipal improvements for Lost Creek First Addition. The attached exhibit shows the proposed improvement locations.

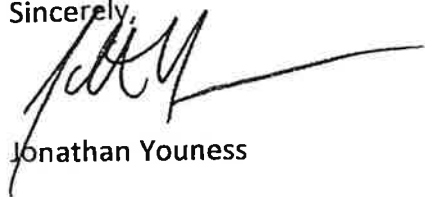
As part of the local improvements, we are requesting:

- 65th Avenue South from 53rd Street South to 54th Street South
- 66th Avenue South from Creekside Boulevard South to 53rd Street South and 54th Street South to 55th Street South
- 68th Avenue South from Veterans Boulevard to Creekside Boulevard South
- Creekside Boulevard South from 66th Avenue South to 68th Avenue South
- 52nd Street South from 64th Avenue South to 68th Avenue South
- 53rd Street South from 65th Avenue South to 68th Avenue South
- Lost Creek Boulevard South from 64th Avenue South to 68th Avenue South
- 54th Street South from 65th Avenue South to 68th Avenue South
- 55th Street South from 64th Avenue South to 68th Avenue South
- 10' Pedestrian Trails located on Lots 2 and 14 Block 4
- All associated municipal utilities and related improvements necessary to serve the highlighted area.
- We would like to work with City Staff to determine the size and scope of the first phase of these improvements. We recognize that it likely makes sense to split this request into (2) projects to allow for more competitive bidding and completion timelines.

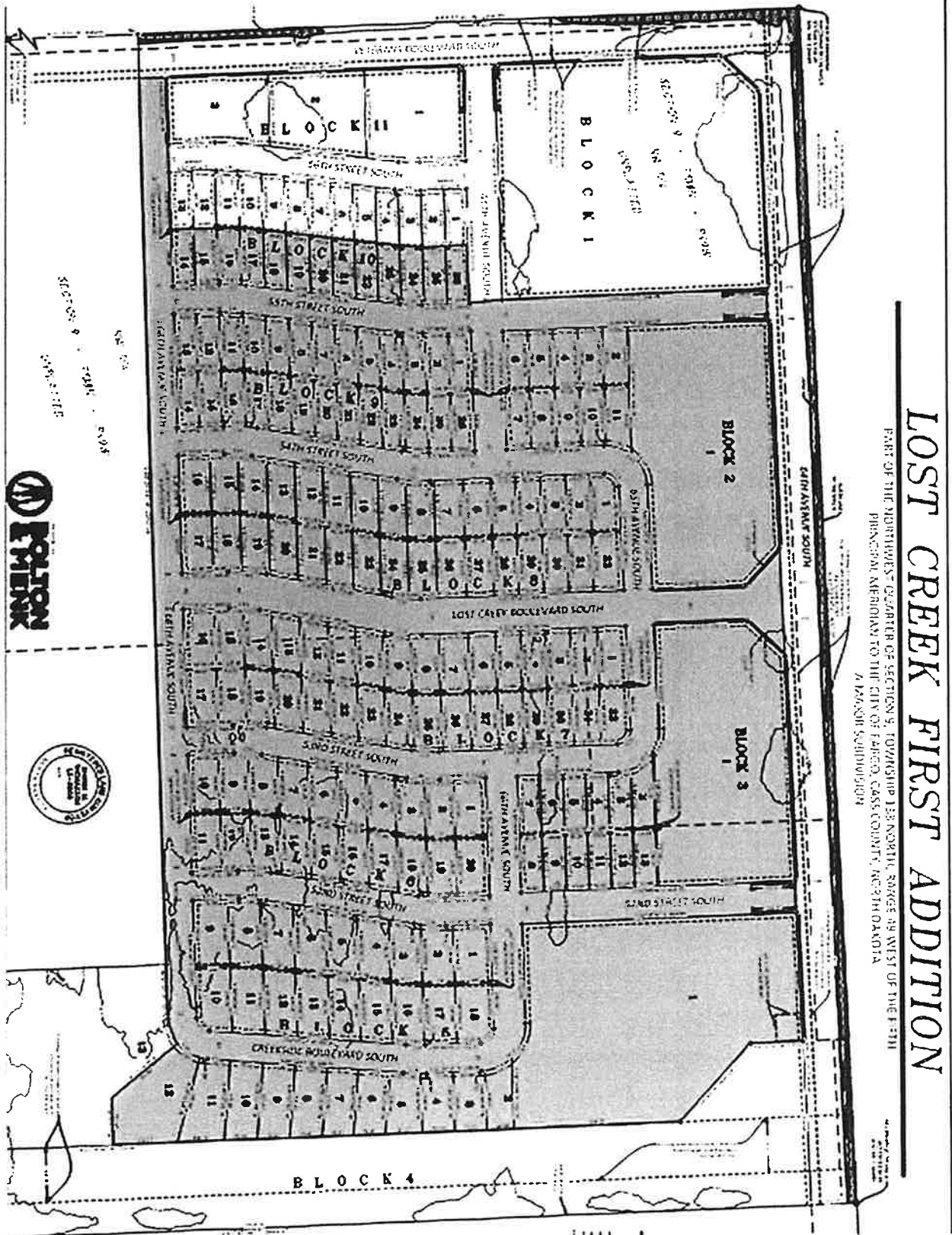
We also hereby waive our right to protest the paving associated with these improvements.

Thank you for your consideration.

Sincerely,



Jonathan Youness



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Type: Encroachment Agreement

Location: 300 & 350 45th Street South

Date of Hearing: 9/8/2026

Routing

City Commission

PWPEC File

Project File

Date9/28/26XKevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding an Encroachment Agreement with West 45th Business Center, LLC.

Roers is working on a redevelopment at this address which included a demo of a portion of the building to make room for a large multi-use building. When the existing building was constructed, Roers worked with the City on street locations and other items typical of a site plan. At that time, an encroachment agreement was executed for some landscaping near the intersection of 2nd Avenue South and 45th Street, but not for the entire area along 2nd Avenue South. A portion of the parking lot at this location encroaches on the public right of way along 2nd Avenue. This encroachment was not documented and has been in place since 1998.

The new encroachment agreement memorializes this encroachment and how it might be handled in the future. Since this encroachment has existed for many years, we are recommending the application and annual fees be waived.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the Encroachment Agreement with West 45th Business Center, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with West 45th Business Center, 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

N/AN/AN/ACOMMITTEE

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

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, PE
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: September 4, 2026
Re: Encroachment Agreement 300 & 350 45th Street South

Roers is working on a redevelopment at this address which included a demo of a portion of the building to make room for a large multi-use building. The new building will have some commercial space along with residential units for rent.

When the existing building was constructed, Roers worked with the City on street locations and other items typical of a site plan. At that time, an encroachment agreement was executed for some landscaping near the intersection of 2nd Avenue South and 45th Street South. A portion of the parking lot at this location encroaches on the public right of way along 2nd Avenue. This encroachment was not documented and has been in place since the site was constructed in 1998.

The attached encroachment agreement memorializes this encroachment and how it might be handled in the future. Since this encroachment has existed for many years, we typically do not charge the application and annual fees. We feel that getting an agreement in writing is better for all parties involved.



Recommended Action:

Approve the attached encroachment agreement.

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **WEST 45TH BUSINESS CENTER LLC**, a North Dakota limited liability company, hereinafter referred to as "Owner", and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, Owner owns property located at 300 and 350 45th Street South in Fargo, which is bordered to the north by 2nd Avenue South; and,

WHEREAS, Owner currently encroaches upon and desires to continue to encroach upon a portion of City public right of way ("PROW") to accommodate private parking and landscaping; and,

WHEREAS, Owner and City entered into a prior, similar agreement for an encroachment upon a portion of public right of way adjacent to 45th Street South. The encroachment area described in the prior agreement is not used by the Owner because 2nd Avenue South was relocated

to the north to match the driveway on the east side of 45th Street South. The prior agreement is recorded as document # 936802.

WHEREAS, the Owner has requested permission to continue to encroach upon the 2nd Avenue South PROW; and,

WHEREAS, the purpose of this Encroachment Agreement (“Agreement”) is to detail the parties’ responsibilities with respect to the encroachment and private facilities located in the PROW; and,

WHEREAS, the Public Works Projects Evaluation Committee (PWPEC) has reviewed the request for encroachment and recommends approval; and,

WHEREAS, the Owner has agreed to execute this Agreement required by City to permit private facilities to encroach on the PROW.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. The Owner owns all right title and interest in the property legally described as follows:

Lot 1, Block 1, 45th Street Park 6th Addition, situate in the City of Fargo, Cass County, North Dakota, according to the certified plats thereof (the “Property”)

2. The Owner will be permitted to leave in place the existing paved surface on a portion of the PROW along with landscaping adjacent to the Property, such encroachment described as follows:

The encroachment at the encroaching property, a tract of land in the Northwest Quarter of Section 10, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

The encroachment at the encroaching property, a tract of land in the Northwest Quarter of Section 10, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

The southerly 10.0 feet of 2nd Avenue North right of way lying adjacent to and north of the following described line: Commencing at the northwest corner of Lot 1, 45th Street Park Sixth Addition as recorded as document 1748987 at the Cass County Recorder's Office, thence easterly along the north line of said Lot 1 and its easterly extension a distance of 47.0 feet to the point of beginning; thence easterly along the north line of said Lot 1 and its easterly extension a distance of 275.0 feet to the point of termination.

Said tract contains 2,750 square feet, more or less (the "encroachment area").

3. The Owner agrees that it will, during any use of the PROW, inspect, maintain, clean, repair and replace the paved surface, ensuring that the parking lot is level and maintained to the proper grade. The Owner also agrees that it will, during the use of the PROW, inspect, maintain, and clean the landscape elements on the PROW.

The Owner shall be solely responsible for (1) snow removal; (2) sweeping and debris removal, including but not limited to gravel or other materials which may accumulate on the parking lot and landscaping; (3) ensuring proper drainage; (4) repair of any surface cracks and deterioration of the surface; (5) removal of any trip hazards; and (6) any other activities necessary to ensure the safety of the traveling public.

4. Upon Owner's discontinuance of use of the PROW or removal of any of the paved surface, the Owner shall restore the remaining portion of the PROW to greenspace, including establishment of grass, at City direction, or pay to the City all costs incurred by City to restore the PROW and/or public property to greenspace.

5. The parties further understand and agree that the cost of any repairs, upkeep, maintenance, and reconstruction to the PROW occasioned by the permitted encroachment contemplated by this Agreement shall be the Owner's sole responsibility, and at its sole cost and expense.

6. In the event the Owner fails to maintain the PROW to City's satisfaction, City agrees to notify the Owner of the deficiencies. Except in the event of an emergency, as determined by City, the Owner shall have 10 days in which to undertake the necessary repairs to the paved surface in the PROW. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties further understand and agree that City shall assess the costs of any repairs or maintenance of the encroachment areas directly to the Owner's Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Owner's Property to recover all costs of such repairs, in accordance with North Dakota Century Code Chapter 40-22. The Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Property. The 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 Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

7. Assessments for right of way improvements will follow applicable local and state processes in place at the time of the improvements. This agreement does not eliminate the ability of the Owner to protest assessments for right of way improvements.

8. To the fullest extent permitted by law, the Owner agrees to further defend and hold the City harmless against any and all expenses, demands, claims, and suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees, its property, streets, and any other municipal improvements arising from the Owner's use of the PROW. The Owner further agrees to pay any and all costs the City incurs to enforce this indemnity provision,

including attorney's fees. The Owner also agrees to secure General Liability Insurance naming the City as an additional insured in an amount not less than \$1,000,000, and shall present the certificate of insurance to the City indicating acceptance by its insurer of its obligation to defend and hold the City harmless.

9. This Agreement is personal to Owner and cannot be sold, transferred or otherwise assigned, except as provided for herein. Notwithstanding the foregoing sentence, this Agreement is transferable to subsequent owners, successors and assigns of the Development Property, provided (1) City has not terminated the Agreement as provided herein; and (2) Owner, its successors or assigns, provides a notice of transfer to City within 30 days of such transfer; and (3) Owner, its successors and assigns provides City a certificate of insurance within 30 days of transfer, evidencing continued, uninterrupted insurance as provided for herein. Failure to abide by these requirements may be cause for termination of this Agreement. Further while in force, this Agreement shall be binding upon subsequent owners, successors and assigns of the Development Property, irrespective of whether the foregoing conditions have been satisfied

10. It is specifically understood and agreed that in the event City reconstructs or repairs the roadway, or existing or future above or underground infrastructure, adjacent to the Property, City may require removal of the paved surface from the PROW. The parties understand and agree that City shall not be responsible for repair or replacement of the paved surface in the Encroachment Area.

11. It is further understood and agreed that within ninety (90) days' written notice from City, the Owner shall remove the paved surface from the PROW as directed by City to reconstruct or repair the roadway, after which time the Owner may reconstruct the paved surface at its own expense. The City's request to remove, relocate, or restore the paved surface will be in the City's sole discretion, but shall not be arbitrary or without good reason.

12. This Agreement does not provide for the Owner's use of the PROW for a guaranteed minimum duration.

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

14. In the event it is determined that a sidewalk shall be installed within the Encroachment Area, the Owner understands and agrees that this Agreement could be modified. If modified, the order of removal of encroachments within the PROW will be to first remove the landscaping to construct a sidewalk; if additional PROW is needed by City, the parking area would then be removed in portions or its entirety as needed to construct the sidewalk or other infrastructure deemed appropriate by City. If the parking area is removed or changed to parallel parking, the Owner shall be required to comply with Fargo Municipal Code Ch. 20, install ADA compliant pedestrian sidewalks in accordance with City Standards and Specifications, and shall restore the remaining portion of the PROW to greenspace, including establishment of grass, at City direction. If the Owner elects to not complete the sidewalk construction, the sidewalk construction will be added to the City's annual sidewalk construction project administered by Engineering, and the costs assessed to the Property.

15. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission.

16. 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 District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

17. 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.

18. 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.

19. This Agreement, together with any related 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.

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

21. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

Dated this _____ day of _____, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By Joshua Boschee, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

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

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

(SEAL)

Notary Public
Cass County, North Dakota
My commission expires: _____

This document was prepared by:
Kasey Mc Nary, Assistant City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
701-232-8957
kmcnary@serklandlaw.com

Legal Description was prepared by:
Fargo City Engineering
225 4th St N
Fargo, ND 58102
701-241-1545
feng@fargond.gov

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Improvement District No. BR-26-F1

Type: Change Order #1 & Time Extension

Location: NP Ave, 2nd St – 4th St

Date of Hearing: 9/21/2026

Routing

City Commission

Date

9/28/2026

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Senior Project Manager, Rick Larson, related to Change Order #1 in the amount of \$50,208.51, for additional work, as well as a time extension to the Interim Completion Dates for Phase 1, Phase 1A and Phase 2, extending them to September 1, 2026, August 27, 2026 and October 4, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of \$50,208.51, which increases the total contract amount to \$3,615,656.89, and the time extensions as described above.

On a motion by Josh Boschee, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 and the associated time extension to Paras Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$50,208.51, bringing the total contract amount to \$3,615,656.89, as well as the time extension to the Interim Completion Dates for Phase 1, Phase 1A and Phase 2, extending them to September 1, 2026, August 27, 2026 and October 4, 2026, respectively, to Paras Contracting.

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

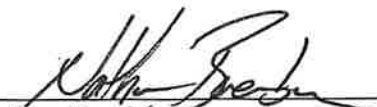
	Yes	No
Developer meets City policy for payment of delinquent specials	☒	☐
Agreement for payment of specials required of developer	☒	☐
Letter of Credit required (per policy approved 5-28-13)	☒	☐

COMMITTEE

	Present	Yes	No	Unanimous
	☒	☒	☐	☒
Josh Boschee, Mayor	☒	☒	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	
Gary Lorenz, Fire Chief	☒	☒	☐	
Michael Redlinger, City Administrator	☒	☒	☐	
Ben Dow, Director of Operations	☒	☒	☐	
Tom Knakmuhs, City Engineer	☒	☒	☐	Nathan Boerboom
Susan Thompson, Finance Director	☒	☒	☐	

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Senior Project Manager
Date: September 17, 2026
Re: Improvement District No. BR-26-F1 – Change Order #1 & Time Extension

Background:

Improvement District No. BR-26-F1 is for the Rehab/Reconstruction of NP Avenue North from 2nd Street North to the east side of 4th Street North. This project is broken out into 3 phases to ensure local access to adjacent properties throughout the duration of the project.

PARAS Contracting is the Prime Contractor for this project.

Change Order #1

The following items were encountered throughout the construction of this project:

1. The Contractor was directed to order additional traffic control for the project related to pedestrian safety and business access. Delineators were used to safely guide pedestrians across 3rd Street North once this intersection temporarily reopened and a second time for assisting the Family Health patrons across the work zone while their sidewalks were being replaced. Additionally, two barricades were added on the east side of the Vestis along the 2nd Street alleyway to help with thru traffic trying to enter the Vestis properties at 206 NP Ave. Temporary business signs were also added for Vogel Law to direct patrons to their parking lot. Changes in traffic control are common within the Downtown reconstruction projects as conditions force alternate routes that are unforeseen. The combined added contract price adjustment for this work is \$1,733.29, the Contractor is not requesting any additional time for this work.
2. In order to connect the traffic signal communication system between the 2nd St and 4th St intersections on NP Ave, an additional 627' of 2" HDPE innerduct and 1 additional pull box will need to be installed prior to the new sidewalks going in. The Contractor was also instructed to add an extra west-bound vehicle detection loop, 1" PVC conduit, pull box, and 2" Innerduct for the traffic signals at NP Ave N and 4th St. With contract bid items already existing for these items, this would be an increase in bid quantity for these items. The added contract price adjustment for this work is \$27,246.50, the Contractor is requesting that **2 additional days** be added to the Phase 1 & 1A interim completion dates for this added work.
3. With the abandonment of 3 window well encroachments under the sidewalk at #35 4 St N, as previously approved by commission on August 17, 2026, the Contractor hired a Mason to block the 3 openings in the building foundation and filled them with pea rock before re-pouring the new sidewalk. The added contract price adjustment for this work is \$3,382.32, of which, 20% or \$676.46 will be assessed back to the property. The Contractor is requesting that **2 additional days** be added to the Phase 1 & 1A interim completion dates for this added work.

4. Due to the high volume of sewage in the 12" sanitary sewer main that the Contractor had to tie onto, bypass pumping was required to be able to replace the sanitary sewer in the intersection of 3rd St N at NP Ave. The added contract price adjustment for this work is \$10,120.00, the Contractor is requesting that **2 additional days** be added to the Phase 1 & 1A interim completion dates for this added work.
5. Due to the discovery of old trolley ties beneath the existing pavement on NP Ave, the Contractor was directed to remove and dispose of these ties. Since the Fargo Landfill would not take them due to the creosote coating, they were properly disposed of at the Dakota Landfill in Gwinner, ND. The added contract price adjustment for this work is \$3,617.90, the Contractor is requesting that **1 additional day** be added to the Phase 1 & 1A interim completion dates for this added work.
6. Due to the water main in 2 locations differing from the plan size and type of pipes, this caused down time and delayed the Contractor. A planned weekend water outage for the intersection of NP Ave N and 2nd St N was not able to proceed due to the material of pipe that was planned to be pipe burst to avoid digging below multiple private utilities and a vault at this location. Our records indicated that the pipe was Cast Iron Pipe (CIP) but in fact, it was Ductile Iron Pipe (DIP), the ductile was not able to be burst due to the strong properties of the pipe. The Case Plaza water service size was not what we originally thought so when the Contractor tried replacing this service, it was a different size requiring parts that were not immediately available. The added contract price adjustment for this work is \$4,108.50, the Contractor is requesting that **4 additional days** be added to the Phase 2 interim completion dates for this added work.

PARAS Contracting is requesting a total of \$50,208.51 and a total time extension of 11-calendar days.

Recommended Motion:

Approve Change Order #1 for \$50,208.51 grant a 7-calendar day interim time extension for Phases 1 and 1A and a 4-calendar day time extension for the interim completion of Phase 2 as shown below:

Current Interim Completion Dates	Revised This Memo
Phase 1 – August 25, 2026 Phase 1A – August 20, 2026 Phase 2 – September 30, 2026	Phase 1 – September 1, 2026 Phase 1A – August 27, 2026 Phase 2 – October 4, 2026

RJL/klb

Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-F1
NP AVENUE NORTH FROM 2ND STREET TO THE EAST SIDE OF 4TH STREET

Change Order No	1	Change Order Date	9/17/2026
Contractor	Paras Contracting Inc		

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

EXPLANATION OF CHANGE Change Order # 1

Change Order #1

The following items were encountered throughout the construction of this project:

1. The Contractor was directed to order additional traffic control for the project related to pedestrian safety and business access. Delineators were used to safely guide pedestrians across 3rd Street North once this intersection temporarily reopened and a second time for assisting the Family Health patrons across the work zone while their sidewalks were being replaced. Additionally, two barricades were added on the east side of the Vestis along the 2nd Street alleyway to help with thru traffic trying to enter the Vestis properties at 206 NP Ave. Temporary business signs were also added for Vogel Law to direct patrons to their parking lot. Changes in traffic control are common within the Downtown reconstruction projects as conditions force alternate routes that are unforeseen. The combined added contract price adjustment for this work is \$1,733.29, the Contractor is not requesting any additional time for this work.
2. In order to connect the traffic signal communication system between the 2nd St and 4th St intersections on NP Ave, an additional 627' of 2 HDPE innerduct and 1 additional pull box will need to be installed prior to the new sidewalks going in. The Contractor was also instructed to add an extra west-bound vehicle detection loop, 1' PVC conduit, pull box, and 2' innerduct for the traffic signals at NP Ave N and 4th St. With contract bid items already existing for these items, this would be an increase in bid quantity for these items. The added contract price adjustment for this work is \$27,246.50, the Contractor is requesting that 2 additional days be added to the Phase 1 & 1A interim completion dates for this added work.
3. With the abandonment of 3 window well encroachments under the sidewalk at #35 4 St N, as previously approved by commission on August 17, 2026, the Contractor hired a Mason to block the 3 openings in the building foundation and filled them with pea rock before re-pouring the new sidewalk. The added contract price adjustment for this work is \$3,382.32, of which, 20% or \$676.46 will be assessed back to the property. The Contractor is requesting that 2 additional days be added to the Phase 1 & 1A interim completion dates for this added work. This item is being paid by bid item Special A.
4. Due to the high volume of sewage in the 12" sanitary sewer main that the Contractor had to tie onto, bypass pumping was required to be able

to replace the sanitary sewer in the intersection of 3rd St N at NP Ave. The added contract price adjustment for this work is \$10,120.00, the Contractor is requesting that 2 additional days be added to the Phase 1 & 1A interim completion dates for this added work.

5. Due to the discovery of old trolley ties beneath the existing pavement on NP Ave, the Contractor was directed to remove and dispose of these ties. Since the Fargo Landfill would not take them due to the creosote coating, they were properly disposed of at the Dakota Landfill in Gwinner, ND. The added contract price adjustment for this work is \$3,617.90, the Contractor is requesting that 1 additional day be added to the Phase 1 & 1A interim completion dates for this added work. This item is being paid by bid item Special B.

6. Due to the water main in 2 locations differing from the plan size and type of pipes, this caused down time and delayed the Contractor. A planned weekend water outage for the intersection of NP Ave N and 2nd St N was not able to proceed due to the material of pipe that was planned to be pipe burst to avoid digging below multiple private utilities and a vault at this location. Our records indicated that the pipe was Cast Iron Pipe (CIP) but in fact, it was Ductile Iron Pipe (DIP), the ductile was not able to be burst due to the strong properties of the pipe. The Case Plaza water service size was not what we originally thought so when the Contractor tried replacing this service, it was a different size requiring parts that were not immediately available. The added contract price adjustment for this work is \$4,108.50, the Contractor is requesting that 4 additional days be added to the Phase 2 interim completion dates for this added work. This item is being paid by bid item Special C.

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	23	Bypass Pumping	EA	0	0	0	1	1	\$10,120.00	\$10,120.00
	24	Construction Signing	SF	0	0	0	1733.29	1733.29	\$1.00	\$1,733.29
	25	Special Bid Item A	LS	0	0	0	1	1	\$3,382.32	\$3,382.32
	26	Special Bid Item B	LS	0	0	0	1	1	\$3,617.90	\$3,617.90
	27	Special Bid Item C	LS	0	0	0	1	1	\$4,108.50	\$4,108.50
Change Order 1 Sub Total										\$22,962.01
Traffic Signals	118	F&I Conduit 1" Dia	LF	240		240	20	260	\$15.30	\$306.00
	119	F&I Conduit 2" Dia	LF	680		680	790	1470	\$24.50	\$19,355.00
	121	F&I Pull Box	EA	4		4	2	6	\$3,570.00	\$7,140.00
	132	F&I Signal Cable Loop Lead-in	LF	1800		1800	110	1910	\$4.05	\$445.50
Traffic Signals Sub Total										\$27,246.50

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, North Dakota State Prairie Dog Funds
\$50,208.51

\$0.00

\$3,565,448.38

\$3,615,656.89

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

APPROVED *Heather Querson*
For Contractor *Paras Contracting Inc*
Title *President*

APPROVED DATE
Department Head *T Lee*
Mayor
Attest



P.O. BOX 9973
 Fargo, ND 58106-9973
 Phone (701) 232-6972
 Fax (701) 232-5924
 parascontracting@yahoo.com
 North Dakota DBE &
 Minnesota WBE/DBE Certified

September 16, 2026

City of Fargo
 Attn: Rick Larson – Senior Project Manager
 225 4th Street N
 Fargo, ND 58102

RE: Project BR-26-F1

Dear Mr. Larson:

In addition to our previous Request for Time Extension, the following work has been completed by our subcontractor and would like to be considered for reimbursement and time extension. I have added the 10% allowed prime mark up for our bonding and insurance purposes.

	3D Price	PARAS Markup	Total	Extension Days Requested
2 Type III Barricades	\$ 200.00	\$ 20.00	\$ 220.00	0
12 Channelizers	\$ 348.75	\$ 34.87	\$ 383.62	0
2 Vogel Law Firm Signs	\$ 180.00	\$ 18.00	\$ 198.00	0
24 Channelizer & delivery	\$ 847.00	\$ 84.70	\$ 931.70	0
	\$1,575.75	\$157.57	\$1,733.32	

Change orders and invoices are attached. Please let me know if you have any questions or concerns,

Sincerely

A handwritten signature in cursive script that reads "Heather Iverson".

Heather Iverson, President

INVOICE

3D Specialties

3D Specialties, Inc.

2060 Sheyenne St Ste 100 * West Fargo, ND 58078
 800-726-4064 * Office: 701-293-8599 * Fax: 701-293-7811
 Email: sales@3dspecialties.com * Website: www.3dspecialties.com

Remit To: Accounts Receivable, PO Box 1408, Fargo, ND 58107-1408

Customer ID: 107381

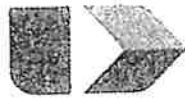
To : PARAS Contracting
 PO Box 9973
 Fargo, ND 58106-9973

Invoice #: 240572
 Date: 06/25/26
 Application #: 4

Invoice Due Date: 06/25/26
 Payment Terms: Due Upon Receipt

Agency #: BR-26-F1 - NP Ave N Paving & Utility Rehab/Reconstruction
 Contract : 26103D5096 Paras Contracting - NP Ave Rehab/Reconstruction
 Location : NP Ave N - 4th St N to 2nd St N
 Fargo, ND

Contract Item	Contract Amt	Contract Qty	UM	Unit Price	Total Qty to Date	Total Amt to Date	Paid Qty to Date	Paid Amt to Date	Qty Remaining	Amount Remaining
40 TRAFFIC CONTROL(Lump Sum)	12,133.00	1.00	EA	12,133.00	0.50	6,066.50	0.50	6,066.50	0.00	0.00
132 F&I Sign Assembly	612.00	9.00	EA	68.00	0.00	0.00	0.00	0.00	0.00	0.00
133 F&I Sign Assembly & Anchor	2,994.00	12.00	EA	249.50	0.00	0.00	0.00	0.00	0.00	0.00
134 F&I Sign Assembly Mast Arm	5,506.04	4.00	EA	1,376.51	0.00	0.00	0.00	0.00	0.00	0.00
135 F&I Diamond Grade Cubed	921.20	65.80	SF	14.00	0.00	0.00	0.00	0.00	0.00	0.00
136 F&I High Intensity Prismatic	1,218.75	97.50	SF	12.50	0.00	0.00	0.00	0.00	0.00	0.00
137 F&I Flexible Delineator	376.00	4.00	EA	94.00	0.00	0.00	0.00	0.00	0.00	0.00
L1-3D Letter 5.27.26 - Pedestrian Ramp	586.00	1.00	EA	586.00	1.00	586.00	0.00	0.00	1.00	586.00
L2-3D Letter 6.23.26 - 42" Channelizer (Lump Sum)	348.75	1.00	EA	348.75	1.00	348.75	0.00	0.00	1.00	348.75
Addtl Material Addtl Type III Barricades	100.00	1.00	EA	100.00	2.00	200.00	0.00	0.00	2.00	200.00



3D Specialties

1110 25th Avenue North | P.O. Box 1615 | Fargo, ND 58102
800-726-4064 | Office: 701-293-8599 | Fax: 701-293-7811
Email: sales@3Dspecialties.com | 3dspecialties.com

26-872 COI
Submitted
change order
to COF on
7/15/26

June 23rd, 2026

Attn: Jack Iverson
PARAS Contracting, Inc
PO Box 9973
Fargo, ND 58106-9973

Project: BR -26- F1 NP Ave Fargo

Jack,

Please find our price to PARAS Contracting, Inc for the additional material to be picked up from 3D Specialties North Fargo Location to remain on rent until project completion. 3D Specialties will remove the material from the project upon projects completion.

<u>Material Rental-</u>	Lump Sum	<u>\$348.75</u>
-------------------------	----------	-----------------

Note: Price is based on the following included material:

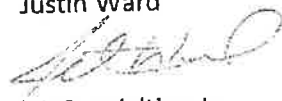
12 ea. 42" Channelizer single based

*Price based on Contractor picking up material from our Fargo North Shop

Please forward the above pricing to the Engineer with your appropriate mark-up.

Sincerely,

Justin Ward



3D Specialties, Inc.

See page 2 for terms and acknowledgement of additional work



Equal Opportunity Employer





794 West Main Ave
West Fargo, ND 58078
Phone: 701-282-2110

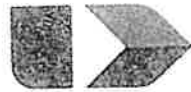
Invoice Date: 6/30/2026
Invoice Number: 2636045-1
Payment Terms: Net 30

Sold To:
PARAS CONTRACTING
PO BOX 9973
FARGO, ND 58106

Customer PO:
Caller:

Location of Work: Customer Picked Up

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
Traffic Control	1	\$ 180.00	\$ 180.00
		TOTAL:	\$ 180.00



3D Specialties

1110 25th Avenue North | P.O. Box 1615 | Fargo, ND 58102
800-726-4064 | Office: 701-293-8599 | Fax: 701-293-7811
Email: sales@3dspecialties.com | 3dspecialties.com

August 21st, 2026

Attn: Jack Iverson
PARAS Contracting, Inc
PO Box 9973
Fargo, ND 58106-9973

Project: City of Fargo BR-26-F1 Paving & Utility Rehab & Reconstruction NP Ave N

Jack,

Please find our price to PARAS Contracting, Inc for the additional material to be delivered onsite to remain on rent until project completion. 3D Specialties will remove the material from the project upon projects completion.

Material Rental-

Lump Sum

\$847.00

Note: Price is based on the following included material to be delivered:

24 ea. 42" Channelizer single based

*Price includes mobilization & labor to stockpile the material

Please forward the above pricing to the Engineer with your appropriate mark-up.

Sincerely,

Justin Ward



3D Specialties, Inc.

See page 2 for terms and acknowledgement of additional work



Equal Opportunity Employer





P.O. BOX 9973
 Fargo, ND 58106-9973
 Phone (701) 232-6972
 Fax (701) 232-5924
 parascontracting@yahoo.com
~~North Dakota DBE &~~
~~Minnesota WBE/DBE Certified~~

September 16, 2026

City of Fargo
 Attn: Rick Larson – Senior Project Manager
 225 4th Street N
 Fargo, ND 58102

RE: Project BR-26-F1

Dear Mr. Larson:

In addition to our previous Request for Time Extension, the following work has been completed by our subcontractor and would like to be considered for reimbursement and time extension. I have added the 10% allowed prime mark up for our bonding and insurance purposes.

	Price	PARAS Markup	Total	Extension Days Requested
Knife River Change to Fiber Optic Conduit				2

Change orders and invoices are attached. Please let me know if you have any questions or concerns,

Sincerely

Heather Iverson, President

Heather Iverson

From: Schell, Scott <Scott.Schell@kniferiver.com>
Sent: Thursday, July 30, 2026 4:58 PM
To: Heather Iverson; PARAS Contracting, Inc.
Cc: Schell, Scott
Subject: BR-26-F1 - NP Ave Time Extension

Heather,
We had looked over additional fiber optic conduit change order work and we figured to install the conduit and install the additional pull box we would be looking for at least 2 additional days for this work to be completed.

If you need additional information to submit to the city let me know.

Thank You

Scott Schell | Project Manager
KNIFE RIVER
c: (701) 335-3880
e: scott.schell@kniferiver.com
102 12th Ave NW | West Fargo, ND 58078



Change Order Pricing

Submitted to Address:	Phone:	Date:
PARAS Contracting		08/06/26
	Email:	Attention:
	heather@parascontracting.com	Heather & Jack

Project Number - BR-26-F1

Change Order is for the installation of 1 EA Passage traffic signal loop in the West Bound lane of NP Ave & 4th St.

F&I DETECTION PREFORMED LOOP:	1 EA	\$	4,000.00
F&I PULL BOX:	1 EA	\$	3,500.00
F&I CONDUIT 1" DIA:	20 LF	\$	300.00
F&I CONDUIT 2" DIA:	175 LF	\$	4,200.00
F&I TRACER WIRE:	175 LF	\$	87.50

****Add 1 additional day for this work for this work to be completed****

*Quantities added
Bid items*

27,246.50

PROJECT TOTAL = \$ ~~12,087.50~~

All work to be completed in workmanlike manner according to standard practices

Submitted By: Scott Schell

Authorized Signature: _____



P.O. BOX 9973
 Fargo, ND 58106-9973
 Phone (701) 232-6972
 Fax (701) 232-5924
 parascontracting@yahoo.com
**North Dakota DBE &
 Minnesota WBE/DBE Certified**

September 16, 2026

City of Fargo
 Attn: Rick Larson – Senior Project Manager
 225 4th Street N
 Fargo, ND 58102

RE: Project BR-26-F1

Dear Mr. Larson:

In addition to our previous Request for Time Extension, the following work has been completed by our subcontractor and would like to be considered for reimbursement and time extension. I have added the 10% allowed prime mark up for our bonding and insurance purposes.

	Master Price	PARAS Markup	Total	Extension Days Requested
Master Change Order 4 Window Well Title Co	\$ 3,382.25	\$	\$ 3,382.25	2

Change orders and invoices are attached. Please let me know if you have any questions or concerns,

Sincerely

A handwritten signature in cursive script that reads "Heather Iverson".

Heather Iverson, President

August 13, 2026

Paras Contracting Inc
PO Box 9973
Fargo, ND 58106

Attn: Heather Iverson
Project Manager
Paras Contracting Inc

From: Master Construction Co., Inc.
1572 45th St N.
Fargo, ND 58102

Re: Change Order No. 4 – Project BR-26-F1 – NP Ave
Subject: Window Well Blocking

Master Construction Co., Inc. is requesting a change order for additional work required to complete **window well blocking in front of the title company**.

The window well blocking was required to be completed **three (3) times** due to the conditions encountered during construction. This work required additional labor, equipment, and materials beyond what was originally anticipated.

Additional Work and Costs

Item	Quantity	Rate	Total
Brick Mason – John Winters	1	\$2,410.00	\$2,651.00
Skid Steer	2 hrs	\$180/hr	\$360.00
Pea Gravel	4.5 CY	\$75/CY	\$371.25
Total Change Order			\$3,382.25

The above pricing includes a **10% markup** on applicable labor and material costs.

Requested Contract Time Extension

Due to the additional work required to complete the window well blocking, Master Construction Co., Inc. is requesting a **two (2) calendar day extension** to the contract completion dates.

Requested Time Extension: 2 Calendar Days

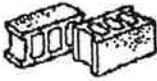
Total Change Order Amount: \$3,382.25

The above pricing includes Master Construction Co., Inc.'s applicable costs, overhead, and 10% markup.

Thank you for your consideration.

Master Construction Co., Inc.

Zachary S. Iverson
Project Manager
Master Construction Co., Inc.

INVOICE

Winter Masonry
4433 100th St. So.
Glyndon, Mn 56547
(218)-498-2944



AGREEMENT SUBMITTED TO Master Construction		PHONE	DATE 8/30/2026
STREET 1572 45th St N		JOB NAME Main Street Window Infills	
CITY, STATE, AND ZIP CODE Fargo, ND 58102		JOB LOCATION Fargo	
CHANGE NO.	ARCHITECT CHANGE ORDER NO.	JOB PHONE	

TERMS: NET 10 DAYS FROM INVOICE DATE
 All accounts past due 30 days are subject to a finance charge of 1 1/2% per month. (Annual percentage of 18%)

Labor & Material

3 Block Window Infills
Labor to Install
Material
Insulation, Block & Mortar

Total Bill \$ 2,410.00

PLEASE PAY FROM INVOICE, NO STATEMENT WILL BE SENT UNLESS NECESSARY

Authorized
Signature

WINTER MASONRY



P.O. BOX 9973
Fargo, ND 58106-9973
Phone (701) 232-6972
Fax (701) 232-5924
parascontracting@yahoo.com
~~North Dakota DBE &~~
~~Minnesota WBE/DBE Certified~~

September 16, 2026

City of Fargo
Attn: Rick Larson – Senior Project Manager
225 4th Street N
Fargo, ND 58102

RE: Project BR-26-F1

Dear Mr. Larson:

In addition to our previous Request for Time Extension, the following work has been completed by our subcontractor and would like to be considered for reimbursement and time extension. I have added the 10% allowed prime mark up for our bonding and insurance purposes.

	Master Price	PARAS Markup	Total	Extension Days Requested
Master Change Order 1 Sanitary Sewer Bypass	\$ 9,200.00	\$ 920.00	\$10,120.00	2

Change orders is attached. Please let me know if you have any questions or concerns,

Sincerely

A handwritten signature in cursive script that reads "Heather Iverson".

Heather Iverson, President

August 13, 2026

Paras Contracting Inc

PO Box 9973
Fargo, ND 58106

Attn: Heather Iverson

Project Manager
Paras Contracting Inc

From: Master Construction Co., Inc.

1572 45th St N.
Fargo, ND 58102

Re: Change Order No. 1 – Project BR-26-F1 – NP Ave

Reason for Change Order: Sanitary Sewer Bypass

Master Construction Co., Inc. is requesting Change Order No. 1 for the additional work required to bypass the existing 12-inch sanitary sewer in order to install the new manhole.

The existing sanitary sewer needed to be bypassed to allow the new manhole installation to be completed. The additional work, labor, and equipment required for the sanitary sewer bypass are as follows:

Additional Work and Costs

Description	Amount
400 LF Sanitary Sewer Bypass Setup	\$4,800.00
Half-Day Bypass Setup Labor	\$1,600.00
Half-Day Bypass Take-Down Labor	\$1,600.00
Rental of Two 3" Trash Pumps	\$1,200.00
TOTAL CHANGE ORDER NO. 1	\$9,200.00

Due to the additional work and time required to complete the sanitary sewer bypass, Master Construction Co., Inc. is also requesting a **2-day extension to the project schedule.**

Master Construction respectfully requests approval of **Change Order No. 1** in the amount of **\$9,200.00**, along with the requested **2-day project time extension.**

Thank you for your consideration.

Master Construction Co., Inc.



P.O. BOX 9973
 Fargo, ND 58106-9973
 Phone (701) 232-6972
 Fax (701) 232-5924
 parascontracting@yahoo.com
 North Dakota DBE &
 Minnesota WBE/DBE Certified

September 16, 2026

City of Fargo
 Attn: Rick Larson – Senior Project Manager
 225 4th Street N
 Fargo, ND 58102

RE: Project BR-26-F1

Dear Mr. Larson:

In addition to our previous Request for Time Extension, the following work has been completed by our subcontractor and would like to be considered for reimbursement and time extension. I have added the 10% allowed prime mark up for our bonding and insurance purposes.

	Master Price	PARAS Markup	Total	Extension Days Requested
Master Change Order 2				
Railroad Ties & Tracks	\$ 3,289.00	\$ 328.90	\$ 3,617.90	1

Change orders and invoices are attached. Please let me know if you have any questions or concerns,

Sincerely

Heather Iverson, President

August 13, 2026

Paras Contracting Inc

PO Box 9973

Fargo, ND 58106

Attn: Heather Iverson

Project Manager

Paras Contracting Inc

From: Master Construction Co., Inc.

1572 45th St N.

Fargo, ND 58102

Re: Change Order No. 2 – Project BR-26-F1 – NP Ave

Reason for Change Order: Railroad Tie and Metal Rail Removal, Trucking, and Disposal

Master Construction Co., Inc. is requesting Change Order No. 2 for the additional work associated with the removal, transportation, and disposal of railroad ties and metal rail materials.

The additional work and costs are as follows:

Additional Work and Costs

Description	Amount
Equipment – Excavator, 4 hours @ \$225.00/hr	\$990.00
Trucking – Railroad Ties to Off-Site Storage, 2 hours @ \$135.00/hr	\$297.00
Trucking – Railroad Ties for Disposal, 8 hours / 2 trips @ \$135.00/hr	\$1,188.00
Disposal of Railroad Ties – Dakota Landfill	\$220.00
Trucking – Metal Rail, 4 hours @ \$135.00/hr	\$594.00
TOTAL CHANGE ORDER NO. 2	\$3,289.00

Equipment – Excavator: Includes excavator equipment required for the removal and loading of the railroad ties. Equipment is calculated at **\$225.00 per hour for 4 hours.**

Trucking – Off-Site Storage: Includes **2 hours of trucking at \$135.00 per hour** to transport the railroad ties to the off-site storage location.

Trucking – Disposal: Includes **8 hours of trucking for two trips**, charged as one combined trucking fee at \$135.00 per hour, for transportation of the railroad ties for disposal.

Railroad Tie Disposal: Disposal will be completed at **Dakota Landfill, 7972 129th Ave SE, Gwinner, ND 58040**, at a one-time disposal charge.

Metal Rail Trucking: Includes **4 hours of trucking at \$135.00 per hour** for transportation of the metal rail. No disposal cost for the metal rail is included.

Due to the additional work required for the removal, transportation, and disposal of the railroad ties and metal rail, **Master Construction Co., Inc. is also requesting a 1-day extension to the project schedule.**

Master Construction respectfully requests approval of **Change Order No. 2** in the amount of **\$3,289.00**, along with the requested **1-day project time extension**.

Thank you for your consideration.

Master Construction Co., Inc.

Zachary S. Iverson
Project Manager
Master Construction Co., Inc.

**Manage Your Account**Visit wmsolutions.com

Log in to manage disposal records and tonnage reports. To pay a bill or explore other online tools, visit wm.com/MyWM. Have a question? Fill out the Contact Us Form at WMSolutions.com or contact Customer Service.

Customer Service
(800) 963-4776

Pay Online

Use wm.com for quick and easy payments.

AutoPay

Set up recurring payments with us at wm.com/myaccount

Payment Charges

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Customer Name

MASTER CONSTRUCTION

Invoice Date

Aug 17, 2026

Service Period

Aug 01, 2026 - Aug 15, 2026

Customer ID

34-95671-13005

Invoice Number

0006282-0010-7

Your Bill is Due on: Sep 16, 2026**\$200.00****Quick Bill Summary**

Previous Balance	\$0.00
Payment	\$0.00
Adjustments	\$0.00
Disposal	\$0.00
Services	\$0.00
Surcharges	\$200.00
Taxes	\$0.00
Late Charges	\$0.00
Current Invoice Charges	\$200.00
TOTAL ACCOUNT BALANCE	\$200.00

Important Messages

***Notice regarding personal information - We collect personal information in conjunction with accounts and processing of payments. You may have certain rights regarding your personal information. To learn more about your rights, visit wm.com/privacy.

Please detach and send the lower portion with payment (no cash or staples)



BIG DIPPER ENTERPRISES, INC.
ND DAKOTA LF
PO BOX 3020
MONROE, WI 53566-8320
(800) 963-4776
TSCMIDWEST@WM.COM

Customer ID
34-95671-13005

Invoice Number
0006282-0010-7

Invoice Date
Aug 17, 2026

Due Date
Sep 16, 2026

Amount \$

0010000349567113005000062820000002000000000020000 1

0002647 02 12 0.707 **AUTO T6 0 9243 58102-284772 -C04-P02649-11
MASTER CONSTRUCTION
1572 45TH ST N
FARGO ND 58102-2847

10401185

Send Payments to:



WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 4648
CAROL STREAM, IL 60197-4648

Printed on
recycled paper.

289-0000411-0010-8



P.O. BOX 9973
 Fargo, ND 58106-9973
 Phone (701) 232-6972
 Fax (701) 232-5924
 parascontracting@yahoo.com
**North Dakota DBE &
 Minnesota WBE/DBE Certified**

September 16, 2026

City of Fargo
 Attn: Rick Larson – Senior Project Manager
 225 4th Street N
 Fargo, ND 58102

RE: Project BR-26-F1

Dear Mr. Larson:

In addition to our previous Request for Time Extension, the following work has been completed by our subcontractor and would like to be considered for reimbursement and time extension. I have added the 10% allowed prime mark up for our bonding and insurance purposes.

	Master Price	PARAS Markup	Total	Extension Days Requested
Master Change Order 5 Case Bldg	\$ 3,735.00	\$ 373.50	\$ 4,108.50	4

Change orders and invoices are attached. Please let me know if you have any questions or concerns,

Sincerely

A handwritten signature in cursive script that reads "Heather Iverson".

Heather Iverson, President

August 13, 2026

Paras Contracting Inc

PO Box 9973
Fargo, ND 58106

Attn: Heather Iverson

Project Manager
Paras Contracting Inc

From: Master Construction Co., Inc.
1572 45th St N.
Fargo, ND 58102

Re: Change Order No. 5 – Project BR-26-F1 – NP Ave
Subject: Existing Utility Conflicts and Incorrect Existing Conditions

Master Construction Co., Inc. is requesting a change order and a **six (6) calendar day time extension** due to existing utility conditions that did not match the project plans.

During construction, Master Construction encountered existing utility conditions that were different from what was shown on the project plans. The plans identified the existing watermain as **cast iron**. Based on the information provided on the plans, Master Construction's crew planned to utilize **pipe bursting** as part of the work.

After exposing the existing watermain, the crew determined that the existing pipe was **ductile iron, not cast iron as indicated on the plans**. Because the actual existing pipe material was different from the material identified on the plans, the planned pipe-bursting method could not proceed as anticipated.

Additionally, the existing utilities entering the **Case Building** were also found to be different from the information shown on the project plans. These inaccurate existing-utility conditions resulted in additional coordination, investigation, and downtime.

Due to these unforeseen conditions, Master Construction's crew was required to work over the weekend, with additional standby and downtime extending into the following week.

Additional Labor, Standby, and Trucking

Item	Quantity	Hours	Rate	Total
Four-Person Crew – Standby/Downtime	1 crew	24 hrs	\$75/hr	\$1,800
Foreman – Standby/Downtime	1	8 hrs	\$90/hr	\$720
Trucks – Standby/Downtime	3 trucks	3 hrs	\$135/hr	\$1,215

Total Additional Costs

\$3,735

Watermain Shutdown

Additional coordination and time were required to **shut down the existing watermain prior to the work and again after the work was completed**. These shutdowns were necessary to safely coordinate the work with the existing water system and were a result of the actual field conditions differing from the project plans.

Cause of Additional Work and Delay

The additional time and costs were incurred as a result of:

- Existing watermain material not matching the material identified on the project plans.
- Plans identifying the existing watermain as cast iron when the field condition was ductile iron.
- The planned pipe-bursting method being based on the material identified on the plans.
- Existing utilities entering the Case Building not matching the project plans.
- Additional field investigation and coordination required to determine actual utility conditions.
- Twenty-four hours of standby/downtime for the four-person crew.
- Eight hours of standby/downtime for the foreman.
- Three trucks being held for three hours due to the utility conflicts and resulting delays.
- Weekend work required as a result of the delays.
- Additional time required into the following week to address the resulting impacts.
- Required watermain shutdowns before and after the work.

Requested Contract Time Extension

Master Construction Co., Inc. respectfully requests a **four (4) calendar day extension** to the contract completion dates to account for the delays and additional time required as a result of the inaccurate existing utility information and unforeseen field conditions.

Requested Time Extension: 4 Calendar Days

Total Change Order Amount: \$3,735.00

The above pricing includes Master Construction Co., Inc.'s applicable costs, overhead, and markup.

Zachary S. Iverson

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

13

Improvement District No. BN-26-C1

Type: Change Order #1 & Time Extension

Location: Selkirk Place 4th Addition

Date of Hearing: 9/21/2026

Routing

City Commission

Date

9/28/2026

PWPEC File

X

Project File

Tyler Jacobs

The Committee reviewed the accompanying correspondence from Project Manager, Tyler Jacobs, related to Change Order #1 in the amount of \$124,888.72, for additional work, as well as a time extension to the Interim and Substantial Completion Dates, extending them to October 10 and October 26, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of \$124,888.72, which increases the total contract amount to \$6,941,643.60, and the time extensions as described above.

On a motion by Josh Boschee, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 and the associated time extensions to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$124,888.72, bringing the total contract amount to \$6,941,643.60, as well as the time extension to the Interim and Substantial Completion Dates, extending them to October 10 and October 26, 2026, respectively, 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
			☒
☒ Josh Boschee, Mayor	☒	☐	
☒ Nicole Crutchfield, Director of Planning	☒	☐	
☒ Gary Lorenz, Fire Chief	☒	☐	
☒ Michael Redlinger, City Administrator	☒	☐	
☒ Ben Dow, Director of Operations	☒	☐	
☒ Tom Knakmuhs, City Engineer	☒	☐	Nathan Boerboom
☒ Susan Thompson, Finance Director	☒	☐	

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Project Manager
Date: September 17, 2026
Re: Improvement District No. BN-26-C1 - Change Order #1 & Time Extension

Background:

Improvement District No. BN-26-C1 is to provide City infrastructure for the development of new residential housing in the Selkirk 4th Addition.

Dakota Underground is the Prime Contractor on this project.

Details of Change Order:

When digging the Inspection Trench for the Levee along Drain 53, we discovered unsuitable material that required the Contractor to remove, haul away, and bring in new material to replace the unsuitable material that was suppose to go back in the Inspection Trench. The Contractor removed an extra 9,056.47 CY of material that wasn't planned for in the original contract. With that, it required the Contractor to replace that unsuitable material with 9,056.47 CY of clay that wasn't accounted for in the original contract.

The reason we dig an Inspection Trench is to expose and eliminate unsuitable materials that could cause the levee to fail. If any of those materials are left it place it would allow water to seep under the levee, causing an internal erosion that can cause failure of the levee.

Dakota Underground has submitted unit pricing for the following items:

-Additional Excavation: 9056.47 CY @ \$5.79/CY=\$52,436.96

-Haul Unsuitable Material: 9056.47 @ \$4.00/CY=\$36,225.88

-Haul Suitable Clay: 9056.47 @ \$4.00/CY=\$36,225.88

The Haul Unsuitable Material and Haul Suitable clay is being payed under the Fill & Haul pay item, by adding them together that makes 18,112.94 CY and a price of \$72,451.76,

We have reviewed the submittal and agree the unit pricing is appropriate for performing the work.

The additional cost will be Special Assessed to benefitting parcels.

Dakota Underground has also requested a time extension of 9 days to the Interim Completion Date #2, for a revised contract interim date of October 10, 2026 and a 3-day extension to the Substantial Completion Date for a revised contract date of October 26, 2026 and the Final Completion Date of November 22, 2026 staying the same.

Recommended Motion:

Approve Change Order No. 1 in the amount of **\$124,888.72** and a time extension of 9 days to the Interim Completion Date and 3 days for the Substantial Completion Date.

TMJ/klb
Attachments



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-C1
SELKIRK PLACE 4TH ADDITION

Change Order No 1 Change Order Date 9/14/2026
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

When digging the Inspection Trench for the Levee along Drain 53, we discovered unsuitable material that required the contractor to remove, haul away, and bring in new material to replace the unsuitable material that was suppose to go back in the Inspection Trench. The contractor removed an extra 9,056.47 CY of material that wasn't planned for in the original contract. With that, it required the contractor to replace that unsuitable material with 9,056.47 CY of clay that wasn't accounted for in the original contract.

Dakota Underground has also requested a time extension of 9 days to the Interim Completion date #2, for a date of October 10, 2026, a 3-day extension to the Substantial Completion for a date of October 26, 2026 and the Final Completion date of November 22, 2026 staying the same.

There was a clerical error in PACE showing the Substantial Completion date as October 16, 2026 with the contract showing October 23, 2026. With this Change Order we're adding the new dates shown above per the signed contract.

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	8	Inspection Trench	CY	0	0	0	9056.47	9056.47	\$5.79	\$52,436.96
Flood Management - Levee	117	Fill - Haul	CY	23288.04000000000005	23288.04000000000005	18112.94	41400.98	41400.98	\$4.00	\$72,451.76
Change Order 1 Sub Total										\$52,436.96
Flood Management - Levee Sub Total										\$72,451.76

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)	Special Assessments, Developer Funded
Previous Change Orders (\$)	\$124,888.72
Original Contract Amount (\$)	\$0.00
Total Contract Amount (\$)	\$6,816,754.88
	\$6,941,643.60

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
10/16/2026	11/15/2026
Additional Days Substantial Completion	Additional Days Final Completion
10	7
New Substantial Completion Date	New Final Completion Date
10/26/2026	11/22/2026
Interim Completion Dates	

APPROVED
For Contractor
Title

Jared Heller
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest

T. Lee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

14

Project No. UR-26-A1

Type: Change Order #3 & Time Extension

Location: Citywide

Date of Hearing: 9/21/2026

RoutingDate

City Commission

9/28/2026

PWPEC File

X

Project File

Jacob Dethloff

The Committee reviewed a communication from Project Manager, Jacob Dethloff, regarding Change Order #3 in the amount of \$15,228.60 for additional work, as well as a 7-day time extension to the Substantial Completion Date extending it to October 9, 2026.

Staff is recommending approval of Change Order #3 in the amount of \$15,228.60, bringing the total contract amount to \$471,656.60, as well as the time extension as described above.

On a motion by Josh Boschee, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #3 and the associated time extension to Key Contracting, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$15,228.60, bringing the total contract amount to \$471,656.60, and the 7-day time extension bringing the Substantial Completion Date to October 9, 2026, to Key Contracting, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds

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
			☒
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☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Nathan Boerboom
☒	☒	☐	

Josh Boschee, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Michael Redlinger, City Administrator

Ben Dow, Director of Operations

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson



Nathan Boerboom, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Jacob Dethloff, Project Engineer
Date: September 16, 2026
Re: Project No. UR-26-A1 – Change Order #3 & Time Extension

Background:

Project No. UR-26-A1 is for repairing storm sewer infrastructure located within the City. Examples include repairing pipe separations, restoring river outfalls and replacing damaged or deficient storm sewer appurtenances. Below is a list of extra items encountered during construction:

Extra Site #22: LS #7

The trash rack upstream of storm sewer lift station #7 is intended to keep large debris from migrating from Cass County Drain #10 into the lift station. The trash rack that was recently installed blocks the large debris from entering the lift station but also creates a constriction of flow into the lift station when the grating is plugged. The Street Department requested a cube style trash rack to be installed that will catch larger debris but allow flow into the lift station. The Street Department also requested a walk-through ladder to be installed at the top of the concrete channel liner to allow for safe entry and exit during maintenance activities.

Key Contracting modified an existing ladder in their yard and installed it at the edge of the channel liner at a total cost of \$980.00.

Key Contracting also fabricated a custom trash rack to keep the large debris from entering the lift station while allowing for larger openings to allow water to flow into the lift station. The total cost for the new trash rack is \$5,848.60.

Existing Pre Rainfall event



Existing Post Rainfall event



Site #18: 32nd Avenue North Storm Sewer Outfall

A pipe separation on the 36" storm sewer outfall located at 32nd Avenue North was added to the repair project earlier this year. Upon excavation to the pipe separation it was found that two previous repair bands had been installed at this location. In order to help stabilize the previous repair bands along with the new repair band we installed 15' sheet pile in this location to help anchor the pipe repair bands into the river bank. Key Contracting installed four 15' sheet pile sections at a total cost of \$8,400.00.

Recommended Motion:

Approve Change Order #3 in the amount of \$15,228.60 to Key Contracting for the modifications described above.

Seven additional days will be added to the substantial completion date to allow for this extra work. Final completion will not be modified.

Current substantial completion is October 2, 2026. Requested substantial completion is October 9, 2026.

Funding source is 100% Storm Sewer Utility (Fund 524).



CHANGE ORDER REPORT
STORM SEWER AREA REPAIRS
PROJECT NO. UR-26-A1
VARIOUS SITES CITY WIDE

Change Order No 3 **Change Order Date** 9/16/2026
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 # 3

Added a Storm Sewer Area Repair site: Site 22 - LS #7.

Added work to Storm Sewer Area Repair site: Site 18 - 32nd Ave North storm sewer outfall.

Site 22 - LS #7. CoF street department requested the upstream storm sewer trash rack to be changed to a cube style trash rack that will catch debris but allow flow into the lift station. Street department also requested a walk through ladder to be installed for safety during maintenance.

Site 18 - 32nd Ave North storm sewer outfall. This site had four 15' sheet piles installed between existing repair bands to help with stabilization.

This CO is a increase of Cost/Time. The price of this extra site came out to be \$15,228.60 and 7 days be added to substantial completion. From oct 2nd to oct 9th, 2026.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 3	46	Site Access Protection	LS	0		0	1	1	\$980.00	\$980.00
	47	F&I Sheet Piling - Steel	SF	0		0	120	120	\$70.00	\$8,400.00
	48	F&I Trash Guard	EA	0		0	1	1	\$5,848.60	\$5,848.60
Change Order 3 Sub Total									\$15,228.60	\$15,228.60

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Storm Sewer Utility
\$15,228.60
\$65,583.00
\$390,845.00
\$471,656.60

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

CONTRACT DATES

Current Substantial Completion Date
10/2/2026
Additional Days Substantial Completion
7
New Substantial Completion Date
10/9/2026

Current Final Completion Date
11/6/2026
Additional Days Final Completion
0
New Final Completion Date
11/6/2026

Interim Completion Dates

APPROVED
For Contractor
Title

Steve Carr
Key Contracting
Operations Manager

APPROVED DATE
Department Head
Mayor
Attest

THell

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Project No.: BR-26-G0, SR-28-A0, SN-28-A0, SN-29-A0

Type: Request to Advertise RFP

Location: Various Locations Citywide

Date of Hearing: 9/21/2026

RoutingDate

City Commission

9/28/2026

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a request to advertise an RFP for Consulting Engineering Services for the following Federal Aid projects:

- BR-26-G0 – 17th Avenue South Construction Administration Services (2027)
- SR-28-A0 – Red River Shared Use Path near Main Avenue (2028)
- SN-28-A0 – Drain 27 Shared Use Path south of 52nd Avenue South (2028)
- SN-29-A0 – Shared Use Path along the Ground Storage Reservoir property in Deer Creek (2029)

On a motion by Michael Redlinger, seconded by Susan Thompson, the Committee voted to approve request to advertise an RFP that would include the four projects.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve request to advertise a RFP for Federal Aid projects BR-26-G0, SR-28-A0, SN-28-A0, and SN-29-A0 to include construction administration, NEPA, and final design services.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

September 15, 2026

To: Members of PWPEC

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

Subject: Request for Approval to Advertise an RFP for Consulting Engineering Services for Four (4) Federal Aid Projects

17 th Avenue South Construction Administration Services (2027)	BR-26-G0
Red River Shared Use Path near Main Avenue (2028)	SR-28-A0
Drain 27 Shared Use Path south of 52 nd Avenue South (2028)	SN-28-A0
Shared Use Path along the Ground Storage Reservoir (GSR) property in Deer Creek Addition (2029)	SN-29-A0

Background:

The 17th Avenue South project (BR-26-G0) is set to bid in October and be ready for construction by mid to late April next year. It is a federal aid project. We'd like to get proposals from consulting firms that could aid us with this project. We'd like to get two different proposals from them: one that would just include a Construction Administration Project Manager to be responsible for the required NDDOT project documentation, and one that would include that PM position but also add inspection/observation personnel as well as survey assistance.

The project for the shared use path along the Red River between Main Avenue and NP Avenue (SR-28-A0) is a reconstruction project, and we would like assistance with the NEPA document as well as final design. This project is slated for a 2028 construction. There will be part of the NEPA document that will require modeling of the Red River, as the project is located within the floodway. There will also be a geotechnical analysis near NP Avenue that most likely will result in some sort of retaining wall.

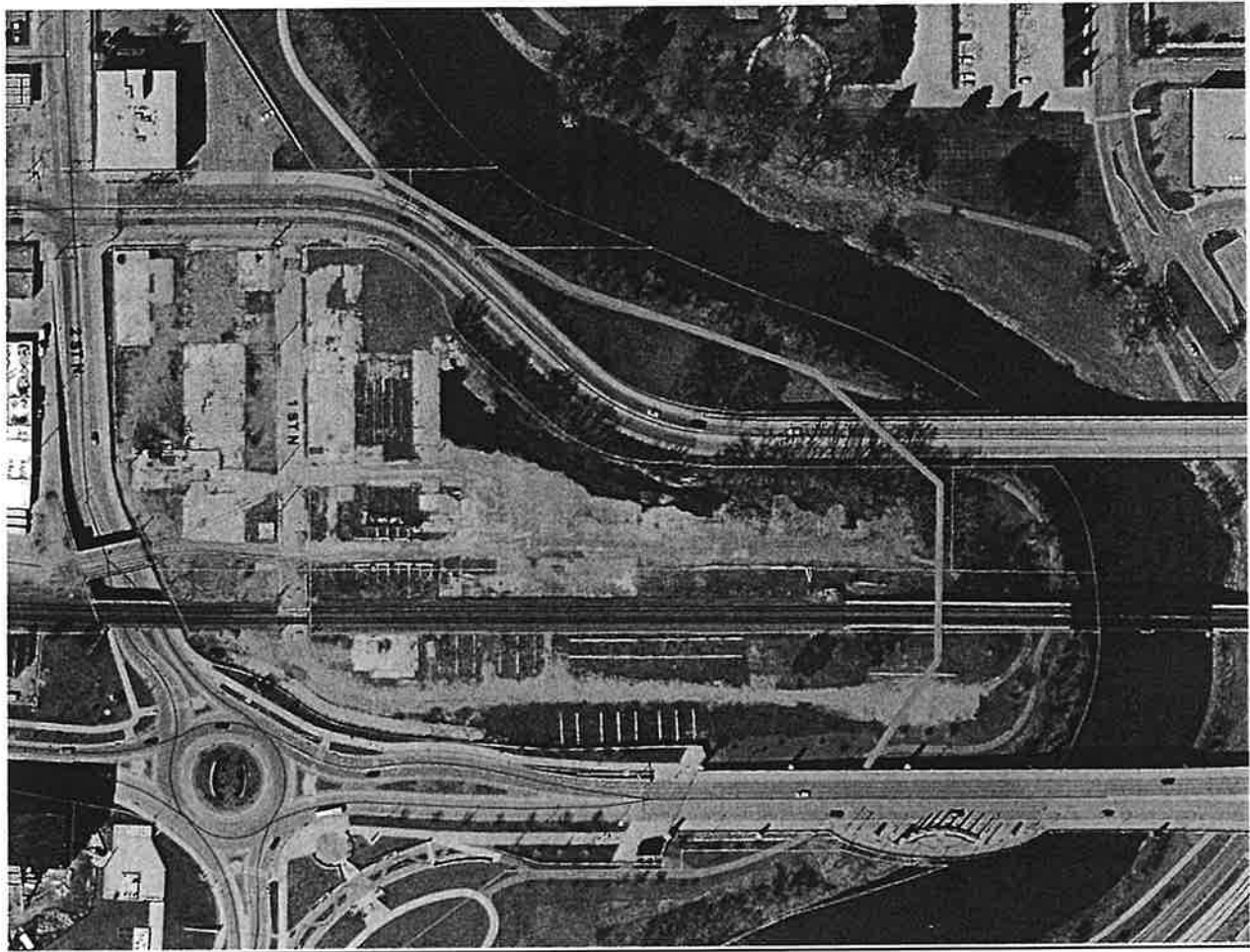
The Drain 27 (SN-28-A0) and the GSR shared use path (SN-29-A0) projects are adjacent to one another near the Deer Creek Addition, and we are assuming that one NEPA document could be completed that would cover both projects. We would also like to include final design services. These projects will be constructed in years 2028 and 2029 respectively.

Recommended Motion

Approve staff's request to advertise an RFP that would include the four (4) projects noted above that would include construction administration services, NEPA and final design services.

Attachment

Project Location Map – Red River Shared Use Path – Main Avenue to NP Avenue



Memorandum



To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: September 28th, 2026
Re: Downtown Public Library Coffee Shop RFP (RFP26241)

In 2021, the café space in the breezeway of the Downtown Library was vacated. It has remained vacant since. Library Director, Tim Dirks, previously identified a need for a New Mother's Room as well as a small laundry/storage space. This will allow the space to be fully utilized in a way that best supports library operations.

Request for Proposal (RFP26241) for the remodel of the downtown library coffee shop located at 101 4th St N, Fargo, ND was opened for bids on August 5th 2026 and received two bids, summarized in the attachments. The companies' estimates were \$206,995.00 and \$131,560.00. The low bidder was Gast Construction. This project has been anticipated and their bid has come in well below the architect's estimate of \$177,000. This project was included as a part of the 2024 Bond Issue for funding.

Bidder Name	Bid Amount
Gast Construction	\$131,560.00
EAPC	\$206,995.00

Facilities Management is requesting the City Commission's approval to award this project to Gast Construction.

Recommended Action:

Move to approve the bid award and contract to Gast Construction for the downtown library coffee shop remodel.

**RFP26241 - Library Coffee Shop
Remodel
Scoring Summary**

Active Submissions

Supplier	Total	Qualifications and Experience	Understanding of the Project and Approach	Similar Project Experience and References	Cost Proposal
	/ 100 pts	/ 35 pts	/ 30 pts	/ 20 pts	/ 15 pts
Gast Construction Co., Inc.	92.67	33.67	25	19	15
EAPC Architects Engineers/CDI	85.67	33.33	28	18.33	6

 AIA® Document A201® – 2017**General Conditions of the Contract for Construction****for the following PROJECT:**

(Name and location or address)

Fargo Public Library Interior Remodel - Mother's Room
101 4th Street North
Fargo, North Dakota 58102

THE OWNER:

(Name, legal status and address)

City of Fargo
225 4th Street North
Fargo, North Dakota 58102

THE ARCHITECT:

(Name, legal status and address)

EAPC
112 No. Roberts Street, Suite 300
Fargo, North Dakota 58102

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required

for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to

completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT**§ 4.1 General**

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and

assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with

any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the

Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims,

security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make

payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or

entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by

the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring

the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor

shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:05:52 CDT on 09/23/2026.

PAGE 1:

Fargo Public Library Interior Remodel - Mother's Room

101 4th Street North
Fargo, North Dakota 58102

City of Fargo

225 4th Street North
Fargo, North Dakota 58102

EAPC

112 No. Roberts Street, Suite 300
Fargo, North Dakota 58102

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ryan Fleming, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:05:52 CDT on 09/23/2026 under Order No. 20250152482 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 24th day of September in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fargo
225 4th Street North
Fargo, North Dakota 58102

and the Contractor:
(Name, legal status, address and other information)

Gast Construction Co., Inc.
3410 39th Street S.
Fargo, North Dakota 58104

for the following Project:
(Name, location and detailed description)

Fargo Public Library Interior Remodel - Mother's Room
101 4th Street North
Fargo, North Dakota 58102
Remodeling the existing coffee shop into a mother's room

The Architect:
(Name, legal status, address and other information)

EAPC
112 No. Roberts Street, Suite 300
Fargo, North Dakota 58102
701-461-7222

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than (60) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$131,560.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

Appliances

\$2,500

Tile Material Allowance

\$5.00 /sf

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold retainage in accordance with N.D.C.C. § 48-01.2-13. Retainage shall equal ten percent (10%) of each progress payment estimate until the Project is fifty percent (50%) complete. After the Project is fifty percent (50%) complete, no further retainage shall be withheld from subsequent progress payment estimates unless unsatisfactory progress or performance is documented.

Upon completion of ninety-five percent (95%) of the Contract, the Owner may pay to the Contractor up to ninety-five percent (95%) of the amount retained from previous estimates. Any remaining retainage shall be paid in the amounts and at the times approved by the Architect, with final payment made following completion of all Work, acceptance of the Project by the Owner, and provision of all necessary releases, all in accordance with N.D.C.C. § 48-01.2-13.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

No separate termination fee shall be payable. The Contractor shall be entitled only to amounts otherwise due under the Contract Documents for Work properly performed through the effective date of termination and reasonable, documented costs necessarily incurred as a direct result of the termination, to the extent such costs are not otherwise included in amounts paid or payable under the Contract.

No separate termination fee shall be payable. The Contractor shall be entitled only to amounts otherwise due under the Contract Documents for Work properly performed through the effective date of termination and reasonable, documented costs necessarily incurred as a direct result of the termination, to the extent such costs are not otherwise included in amounts paid or payable under the Contract.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Adam Norby
225 4th Street North
Fargo, North Dakota 58102
701-241-1479
anorby@fargond.gov

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Ryan Fleming
3410 39th Street S.
Fargo, North Dakota 58104
701-793-1072

ryanf@gast-construction.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 Drawings

Number	Title
G001,G101,A001,A101,A201,A701, A901,FPM01,F100,P101,P201,P501,M102,M301,M601,E001,E002,E100,E101,E201,E301,E401,E501,E801, E901	Farg Publ Libr

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
Number 1	N/A	1
Number 2	N/A	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Joshua Boshee, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

BY: Ryan Fleming, President

(Printed name and title)

Attest: _____

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

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:01:38 CDT on 09/23/2026.

PAGE 1:

AGREEMENT made as of the 24th day of September in the year 2026

City of Fargo

225 4th Street North
Fargo, North Dakota 58102

Gast Construction Co., Inc.

3410 39th Street S.
Fargo, North Dakota 58104

Fargo Public Library Interior Remodel - Mother's Room

101 4th Street North
Fargo, North Dakota 58102

Remodeling the existing coffee shop into a mother's room

EAPC

112 No. Roberts Street, Suite 300
Fargo, North Dakota 58102

701-461-7222

PAGE 2:

[X] A date set forth in a notice to proceed issued by the Owner.

[] Not later than (60) calendar days from the date of commencement of the Work.

PAGE 3:

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$131,560.00), subject to additions and deductions as provided in the Contract Documents.

Appliances

\$2,500

Tile Material Allowance

\$5.00 /sf

PAGE 4:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Architect receives the Application for Payment.

For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold retainage in accordance with N.D.C.C. § 48-01.2-13. Retainage shall equal ten percent (10%) of each progress payment estimate until the Project is fifty percent (50%) complete. After the Project is fifty percent (50%) complete, no further retainage shall be withheld from subsequent progress payment estimates unless unsatisfactory progress or performance is documented.

Upon completion of ninety-five percent (95%) of the Contract, the Owner may pay to the Contractor up to ninety-five percent (95%) of the amount retained from previous estimates. Any remaining retainage shall be paid in the amounts and at the times approved by the Architect, with final payment made following completion of all Work, acceptance of the Project by the Owner, and provision of all necessary releases, all in accordance with N.D.C.C. § 48-01.2-13.

PAGE 5:

[x] Litigation in a court of competent jurisdiction

PAGE 6:

No separate termination fee shall be payable. The Contractor shall be entitled only to amounts otherwise due under the Contract Documents for Work properly performed through the effective date of termination and reasonable, documented costs necessarily incurred as a direct result of the termination, to the extent such costs are not otherwise included in amounts paid or payable under the Contract.

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Adam Norby

225 4th Street North
Fargo, North Dakota 58102

701-241-1479

anorby@fargond.gov

Ryan Fleming

3410 39th Street S.

Fargo, North Dakota 58104

701-793-1072

ryanf@gast-construction.com

PAGE 7:

G001,G101,A001,A101,A201,A701,

7/30/2026

A901,FPM01,F100,P101,P201,P501,M102,M301,M601,E001,E002,E100,E101,E201,E301,E401,E501,E801,

E901

Fargo Public Library

Interior Remodel - Mothers Room

Number 1

N/A

1

Number 2

N/A

1

PAGE 8:

BY: Joshua Boshee, Mayor

BY: Ryan Fleming, President

Attest: _____

Angie Bear, Deputy City Auditor, on behalf of

the City Auditor

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ryan Fleming, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:01:38 CDT on 09/23/2026 under Order No. 20250152482 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



17

September 23, 2026

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: ITB26262 – FARGODOME Relighting and Concourse Signage

Commissioners:

The Fargo Dome Authority requests your approval of their selection of the low bidders for the FARGODOME relighting and concourse signage project to include conversion to LED lighting in the arena and on the main concourse, along with the updating of signage throughout the concourse to include directional, wayfinding, and digital signage and display aspects. The Fargo Dome Authority worked with project architect RLE Architecture and Interiors and their project engineers and consultants to evaluate the existing space, design, and bid the various changes in these spaces.

Through a competitive bid process, this project received interest from both General and Electrical contractors. Two (2) were received from General contractors, and Four (4) bids were received from Electrical contractors. One (1) Electrical bid was not opened and read due to an out of date ND Contractor's License.

In addition to the base bid for the Electrical Contractor, the bidding documents were structured that at least one of the Alternate No's. E1A, E1B, E2A, or E2B had to be chosen as those alternate bids indicated the type of lighting fixtures to be used for the arena floor lighting (LED-White and LED RGB-W, or a combination of both) and the fixture manufacturer to be used (either Sportsbeams or Musco). Additionally, two other Alternates were called for in the responses. Alternate E3 was to include color changing "uplighting" on the East Concourse and Alternate E4 was to include electrical rough-in for additional display screens at all concession stands.

The bid tabulation form has been attached for reference.

As a result of the favorable pricing received, the decision to proceed with Alternate E3 & E4, in addition to the Electrical Base Bid and Alternate E2B, was made. Given the above information, the apparent, qualified low base bids for each prime contract are as follows:

General Contractor:	Border Construction	\$ 710,000.00
Electrical Contractor – Base Bid:	Superior Electric of Fargo	\$ 384,405.00
Electrical Contractor – Alternate E2B	Superior Electric of Fargo	\$ 1,677,984.00
Electrical Contractor – Alternate E3	Superior Electric of Fargo	\$ 28,891.00
Electrical Contractor – Alternate E4	Superior Electric of Fargo	\$ 31,190.00

Using the bids above from the two Prime Contracts and associated Alternates, the SourceWell Cooperative contract with Daktronics for the Concourse monitors and LED components, project contingency, and A/E Fees and associated project soft costs, the overall budget for this project would now be:

General Contract – Border Construction:	\$ 710,000.00
Electrical Contract & Alternates – Superior Electric	\$ 2,122,470.00
Daktronics – SourceWell Cooperative Contract	\$ 1,386,885.00
Project Contingency – ~10%:	\$ 422,000.00
A/E Fees to date & remaining allowance	\$ 550,000.00
Other Project Soft Costs: (Test/Comm/Legal,etc.)	\$ 50,000.00
	\$ 5,241,355.00

This project would start in October, 2026 and be scheduled to have substantial completion achieved by May of 2027 depending upon overall equipment delivery and allowable work schedule.

At their meeting held on September 23, 2026, the Fargo Dome Authority Finance and Building Committees voted to accept the General and Electrical bids, the Daktronics contract amount, the project contingency and remaining A/E fees and soft costs. The funding for this project is included in the 2026 and 2027 FARGODOME Capital Budgets that have been previously approved by the Fargo Dome Authority at their meeting in May, 2026.

Requested Motion: To approve the General and Electrical base bids and alternate bids, along with the overall project budget with the contingencies, A/E fees and Soft Costs as presented and fund the overall project out of the 2026 and 2027 FARGODOME Capital Budgets as previously approved by the Fargo Dome Authority.

Thank you for your consideration of this matter.

Respectfully Submitted,



Rob Sobolik
General Manager, FARGODOME

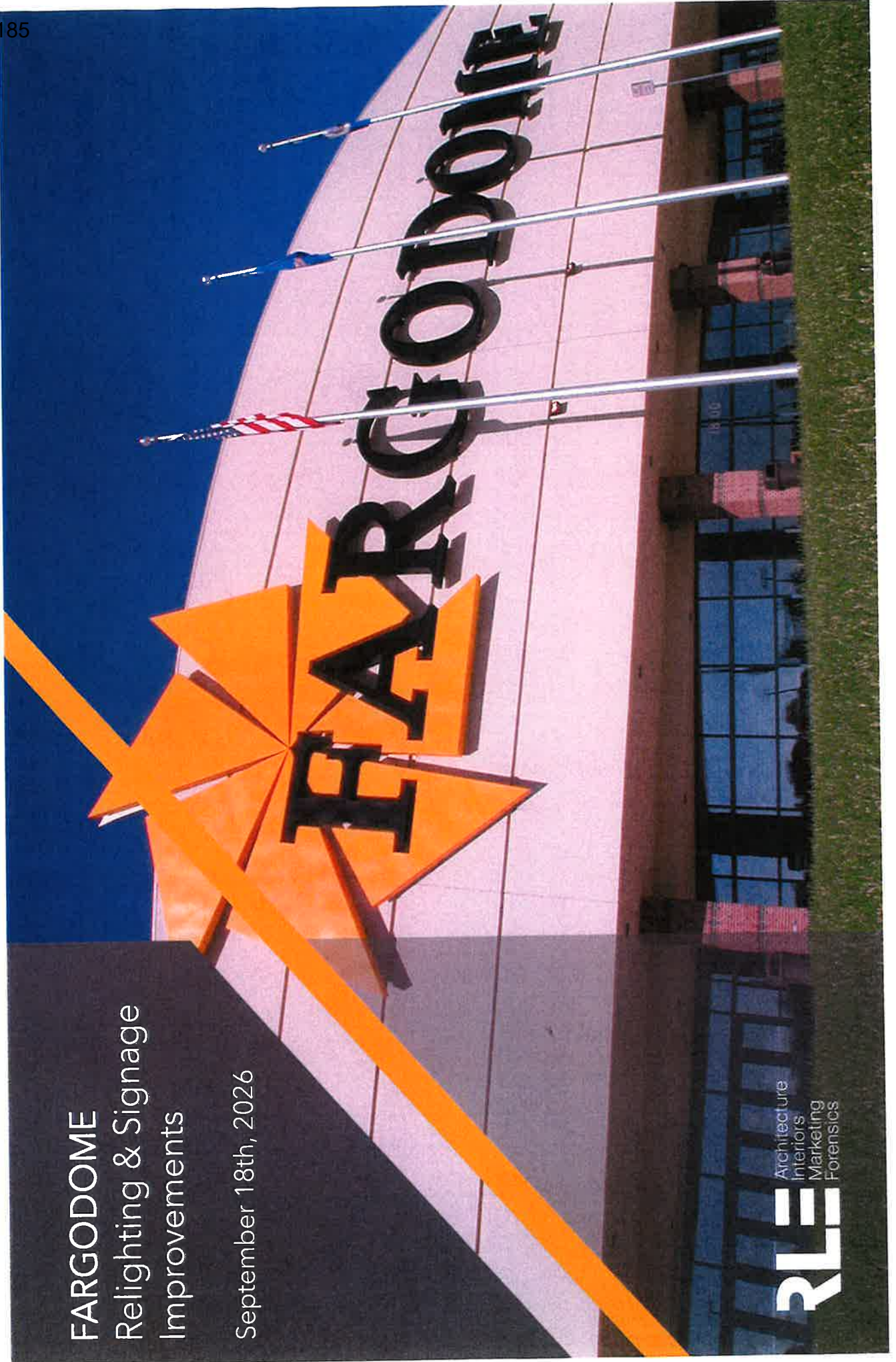
Attachment

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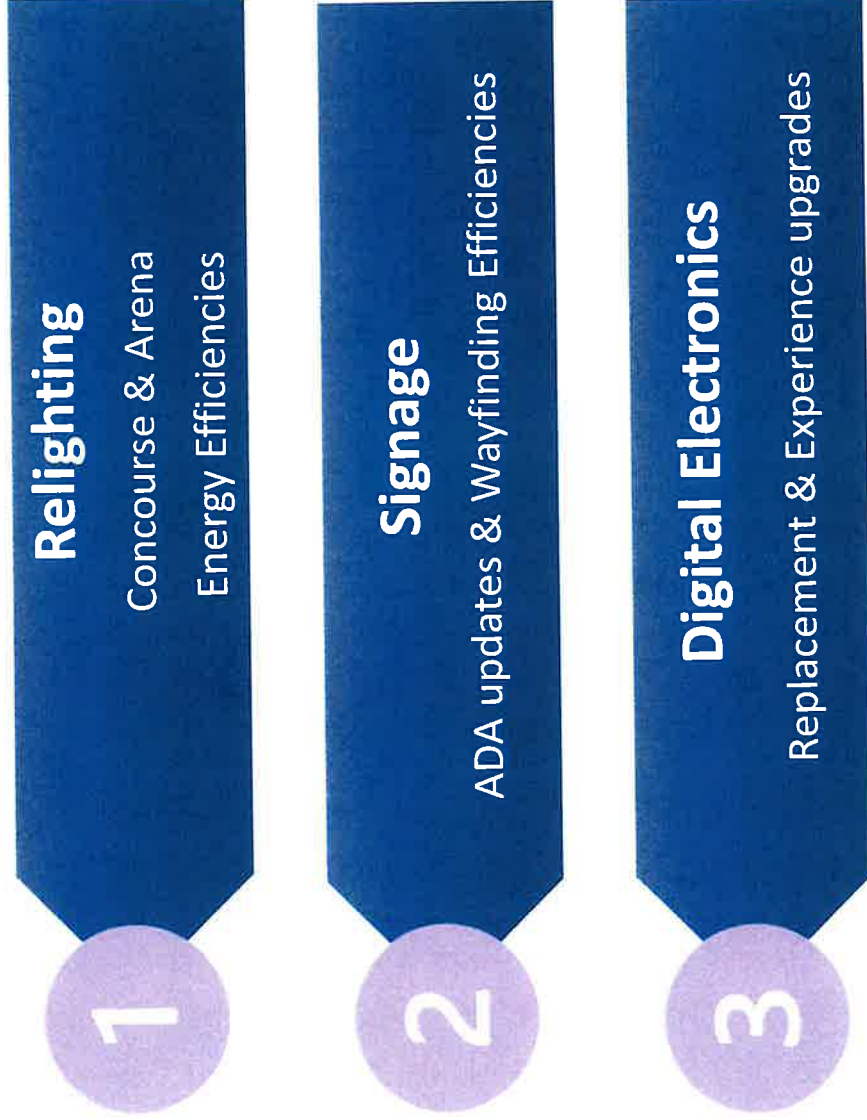
FARGODOME Relighting & Signage Improvements

September 18th, 2026

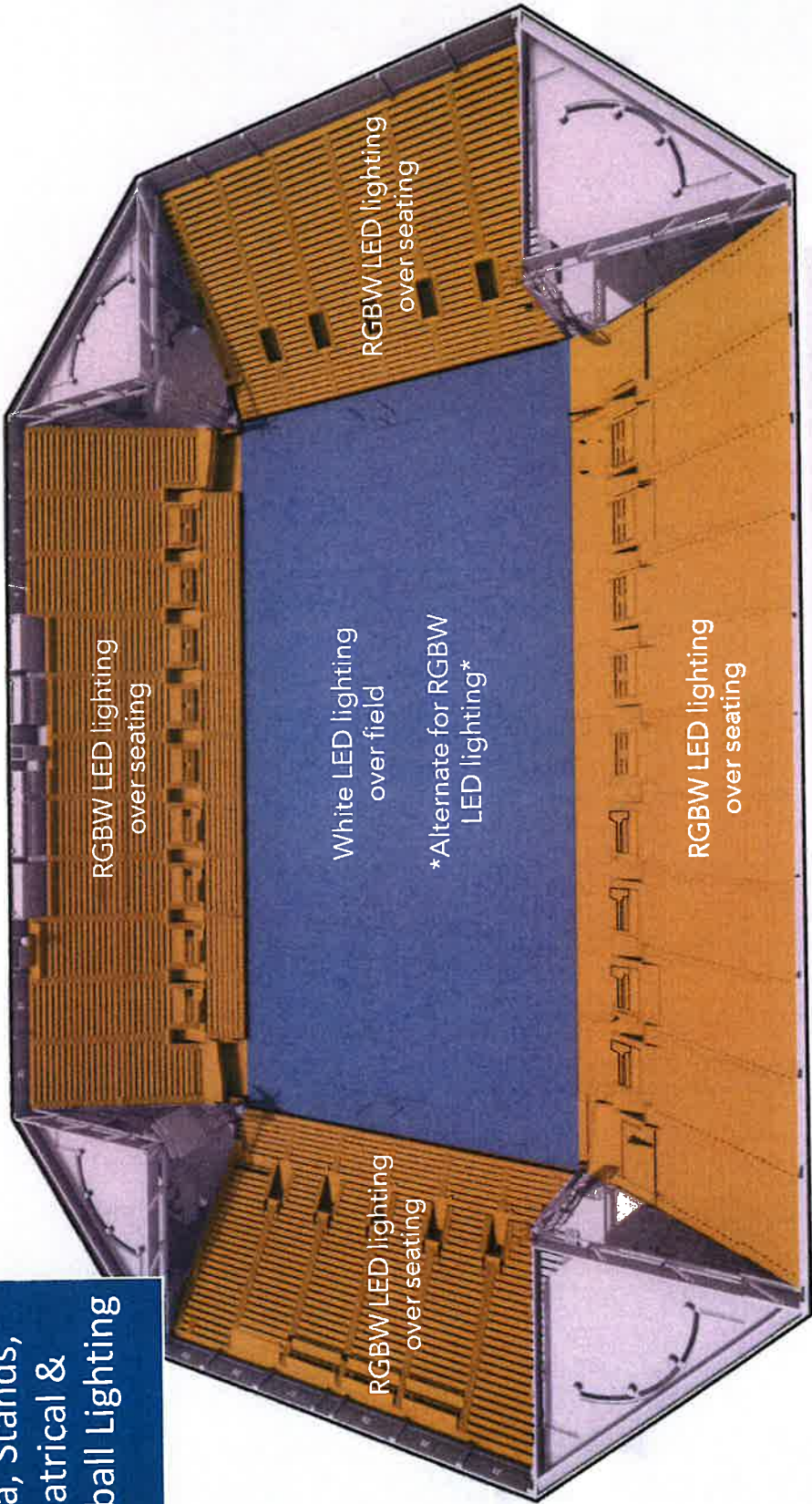
RL
Architecture
Interiors
Marketing
Forensics



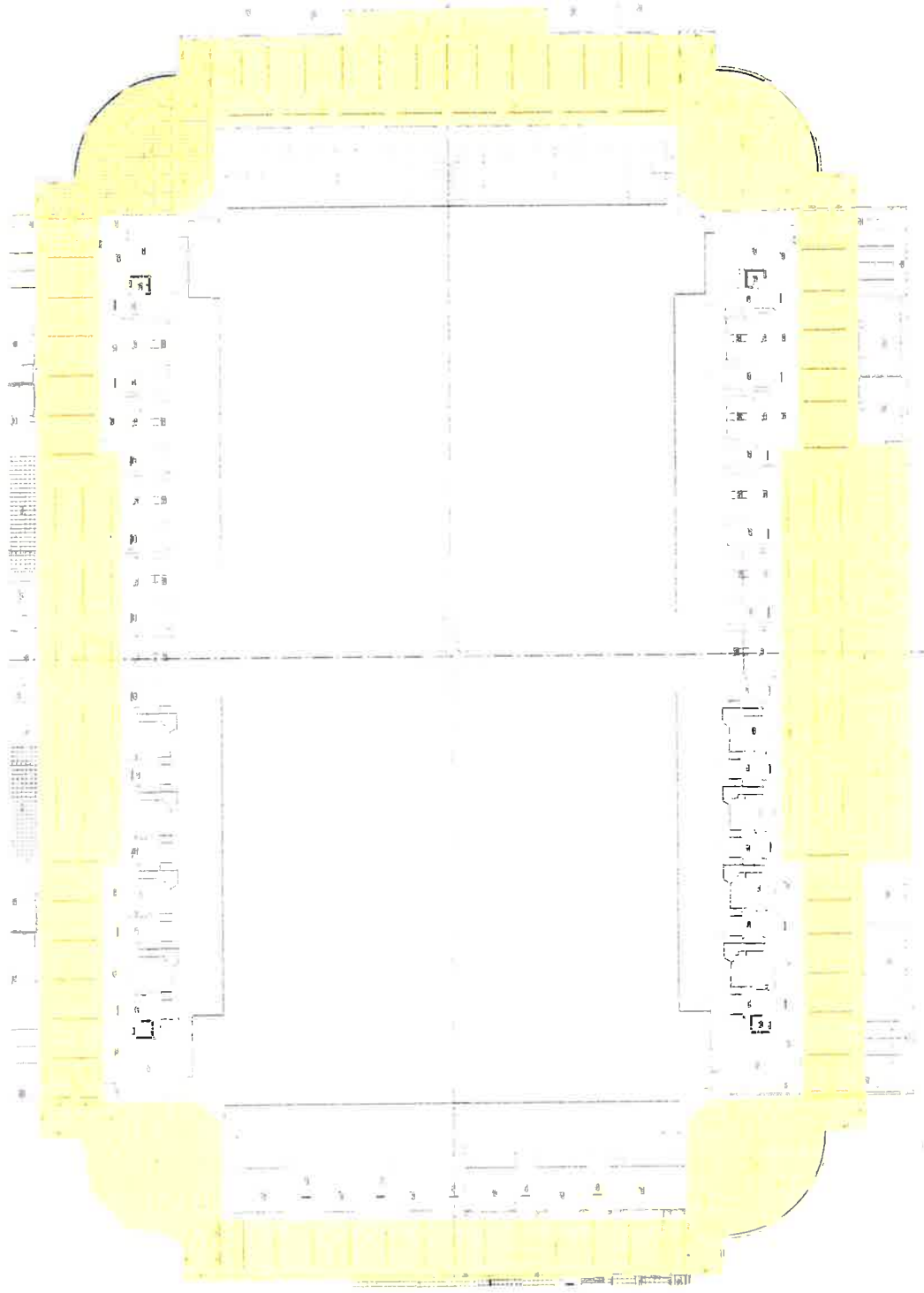
Proposed Scope of FARGODOME Improvements



Arena, Stands,
Theatrical &
Basketball Lighting







Concourse

Linear LEDs
Exit Lights

Corners

Recessed Cans
Above Beam Wall
Wash Linears

Vestibules

Updated LEDs

NOT Included:
Restrooms,
Concessions, or
Suites

Total Savings Per Year

(8hrs/day x 150 days)

\$22,896



31% Cost Savings Per Hour with

Arena Relighting

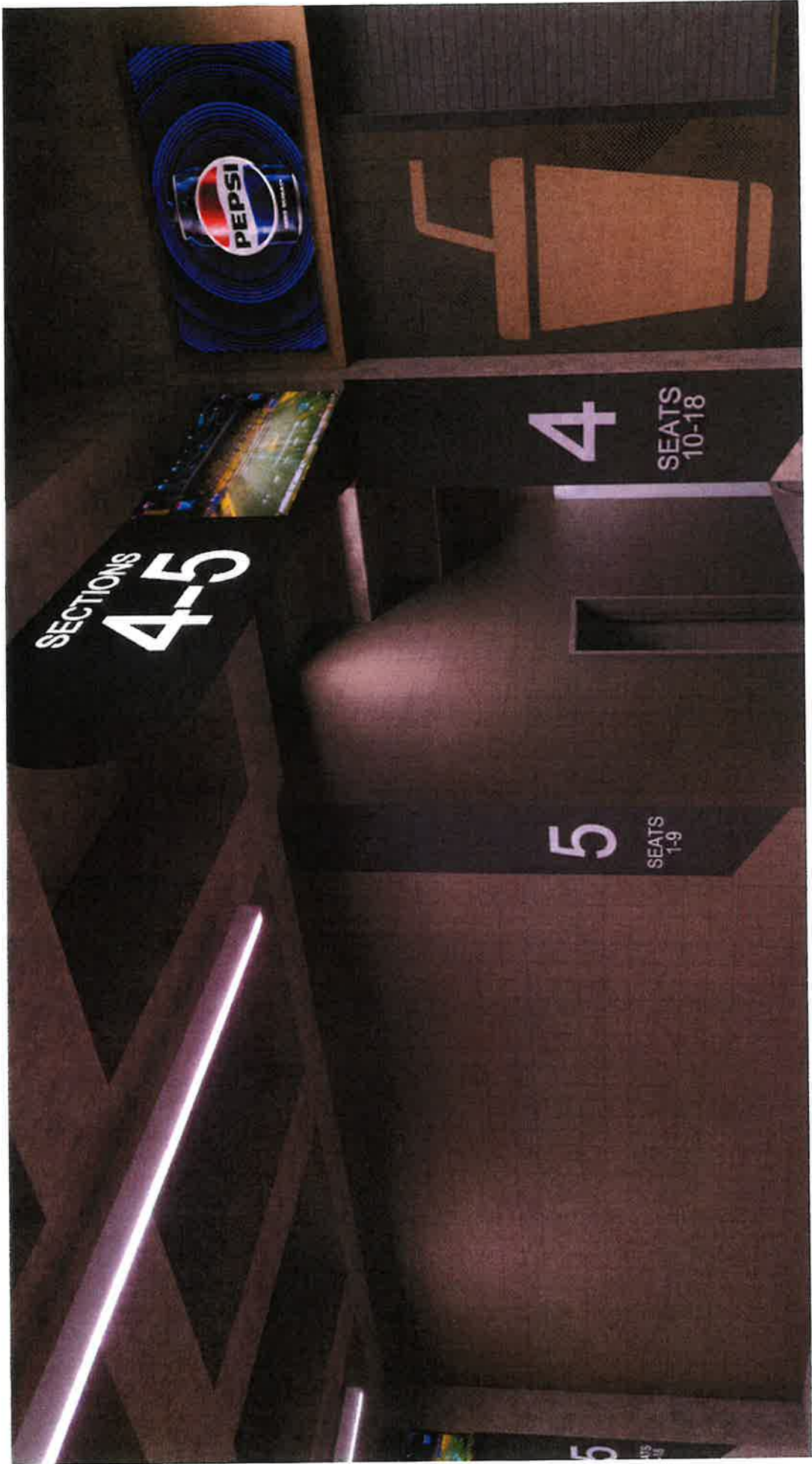


37% Cost Savings Per Hour with

Concourse Relighting



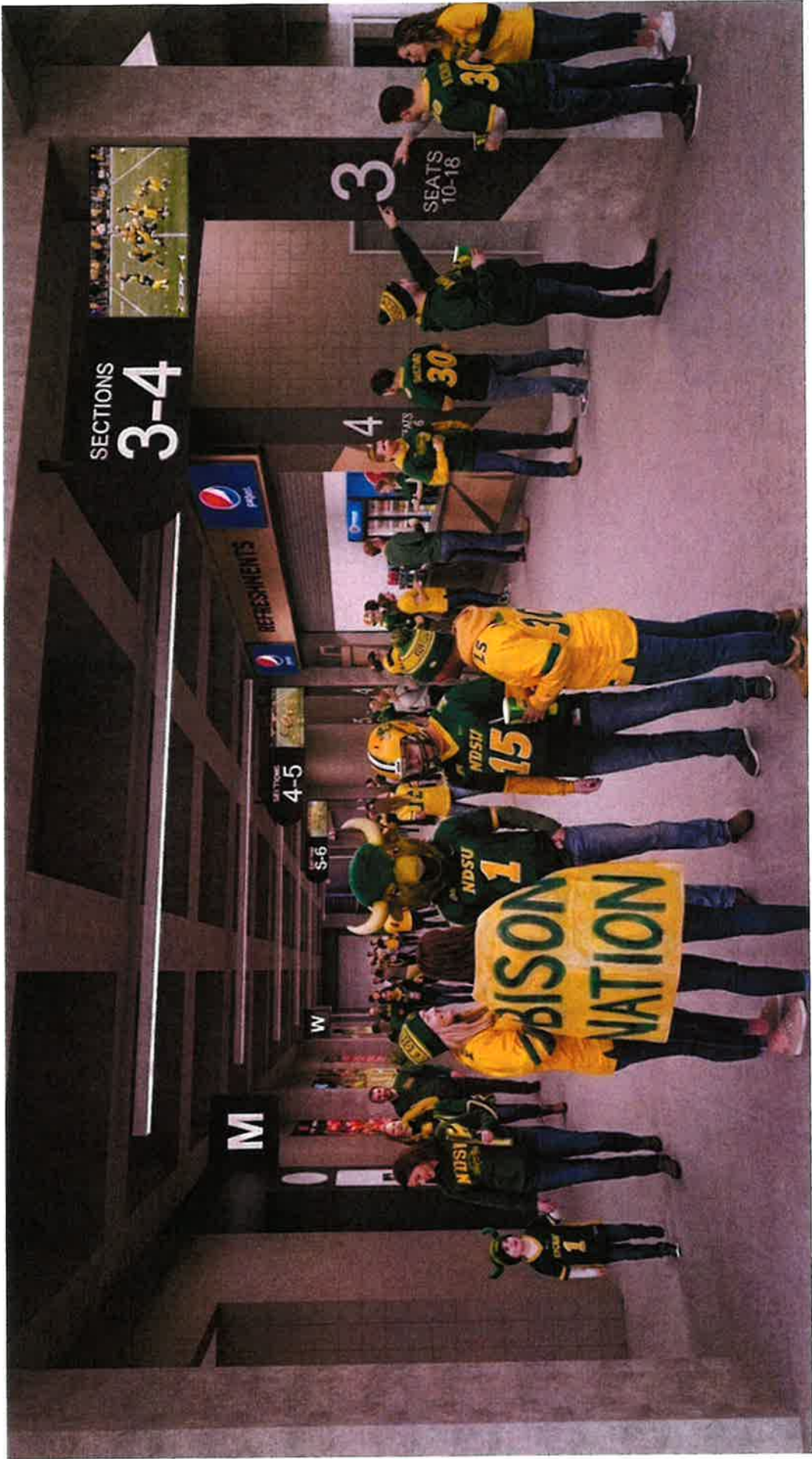




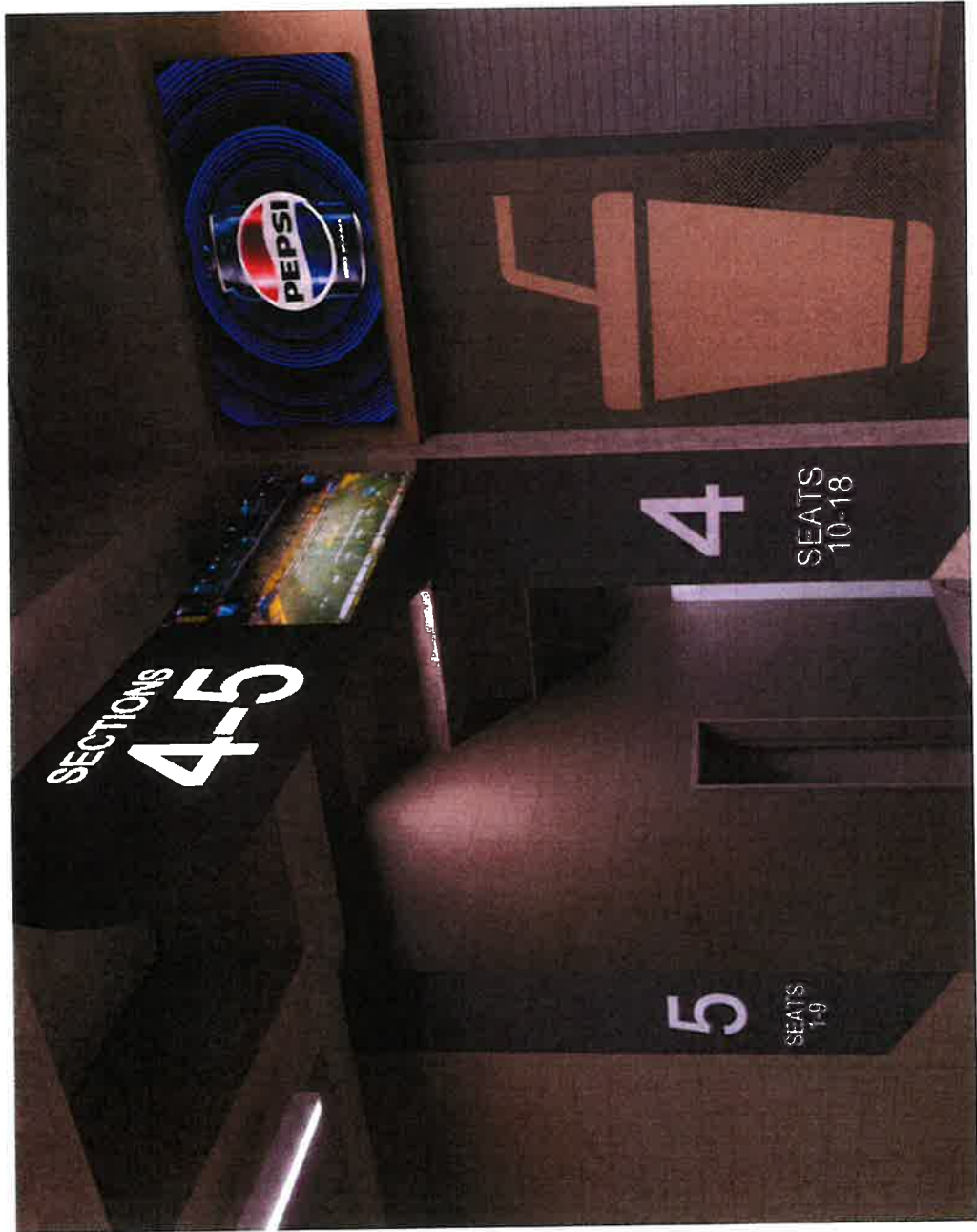


RIBBON SCREENS @
EAST AND WEST ENTRANCES

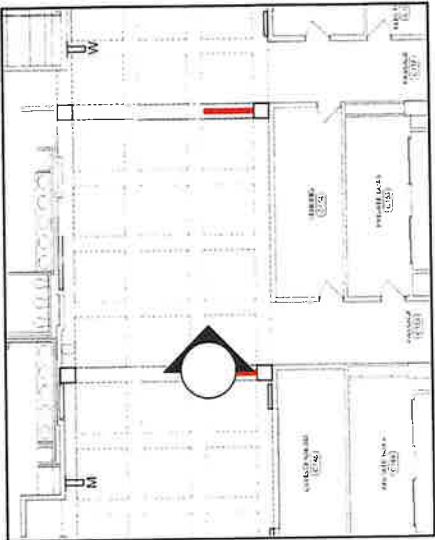


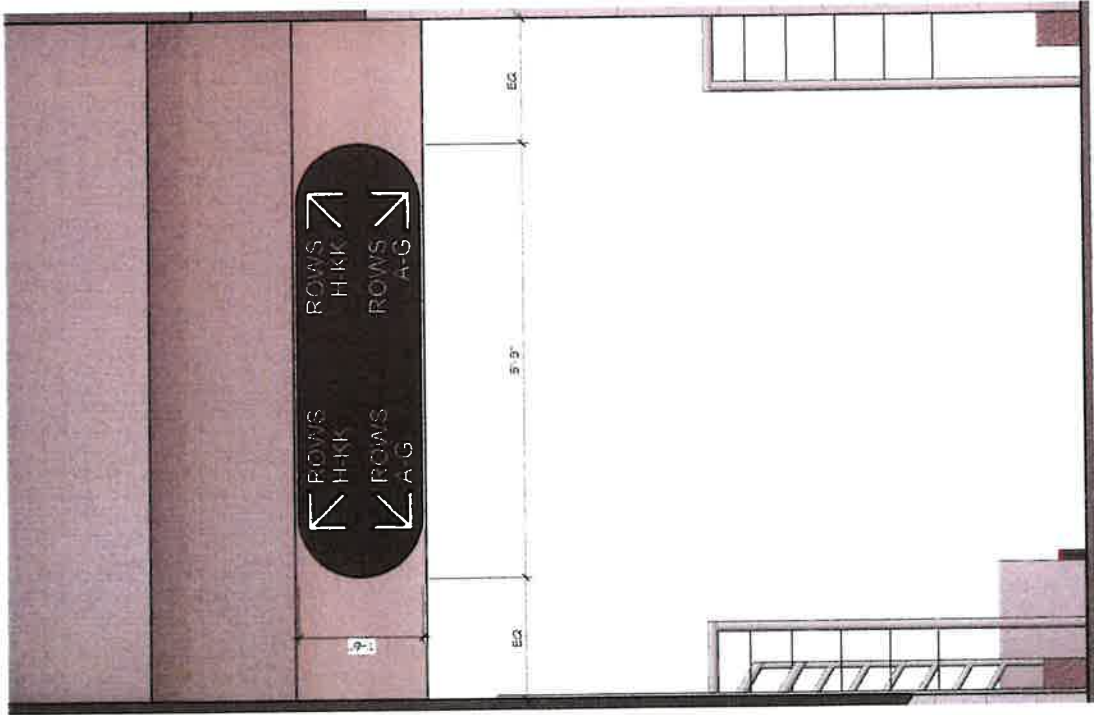


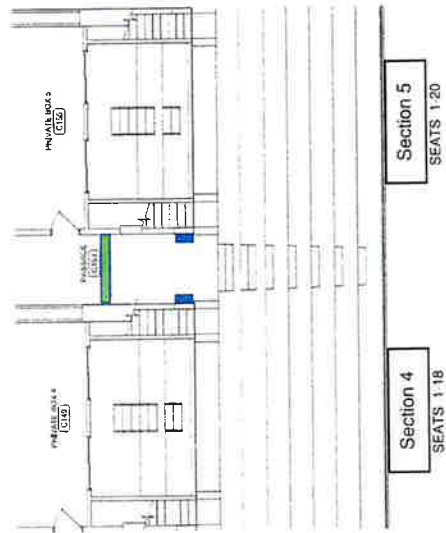
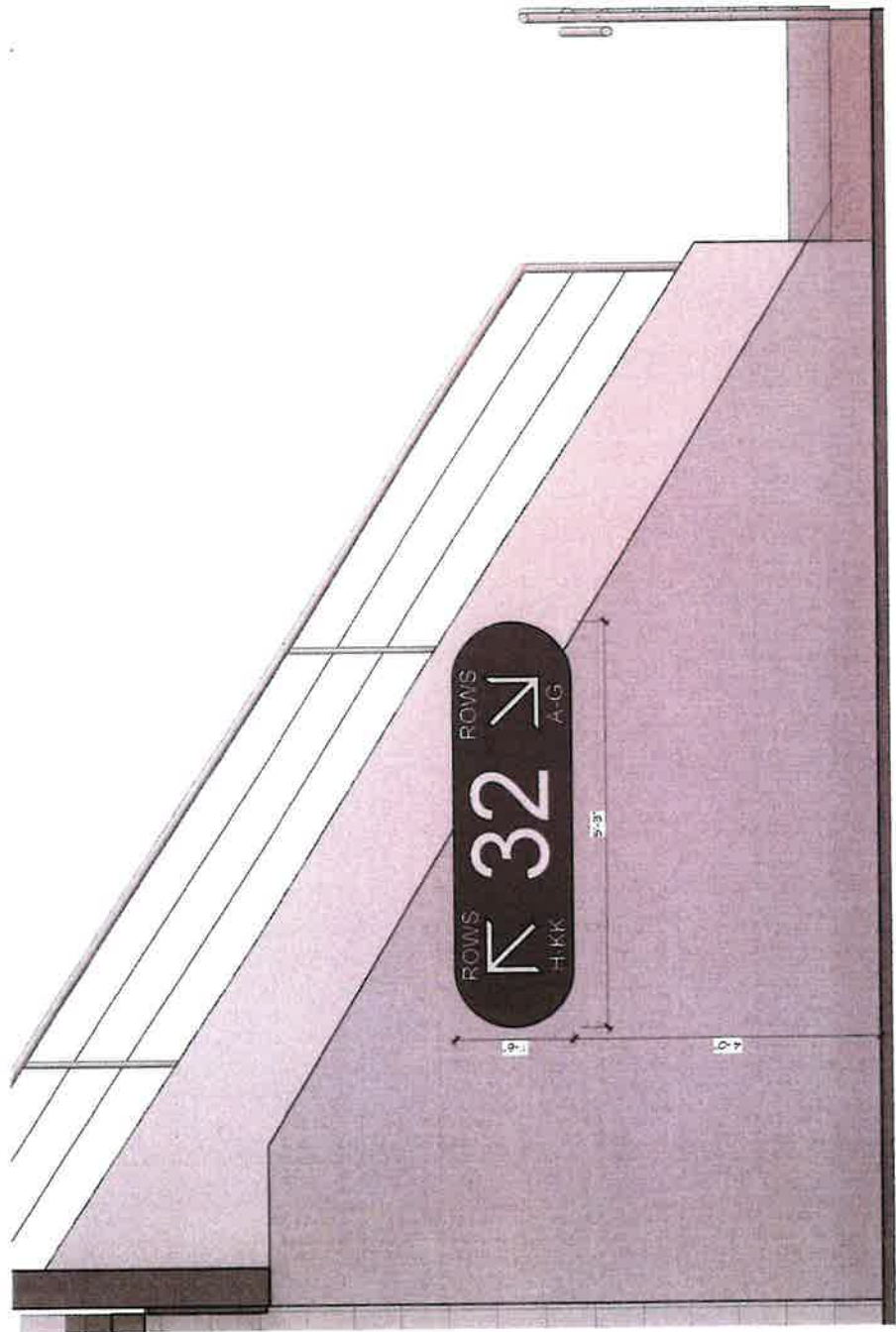
EAST CONCOURSE SOUTH VIEW

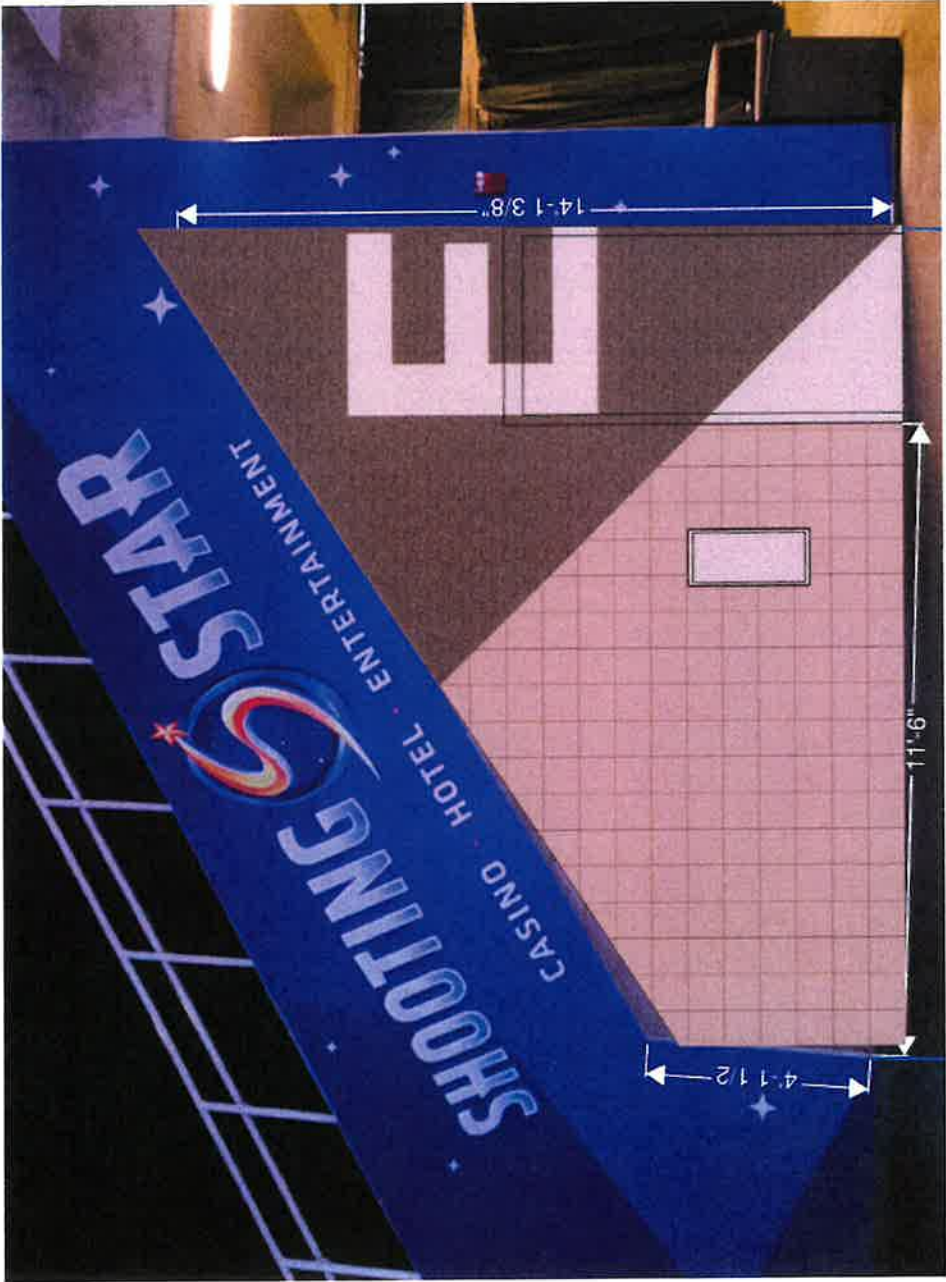


55" Screen

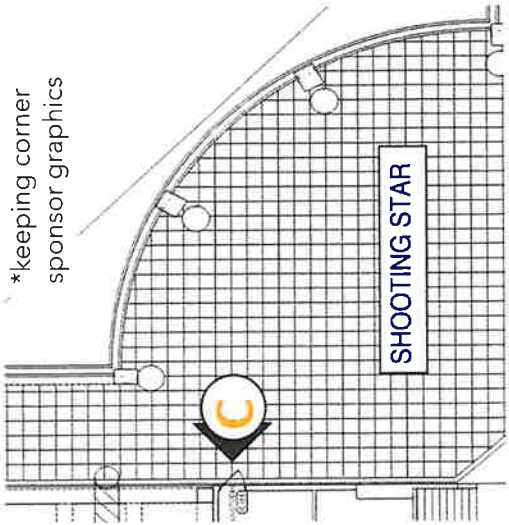


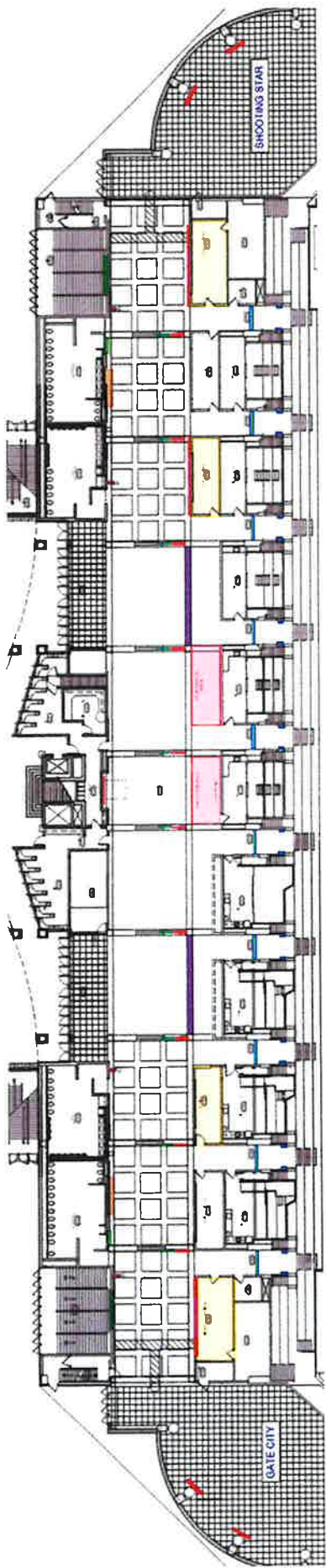




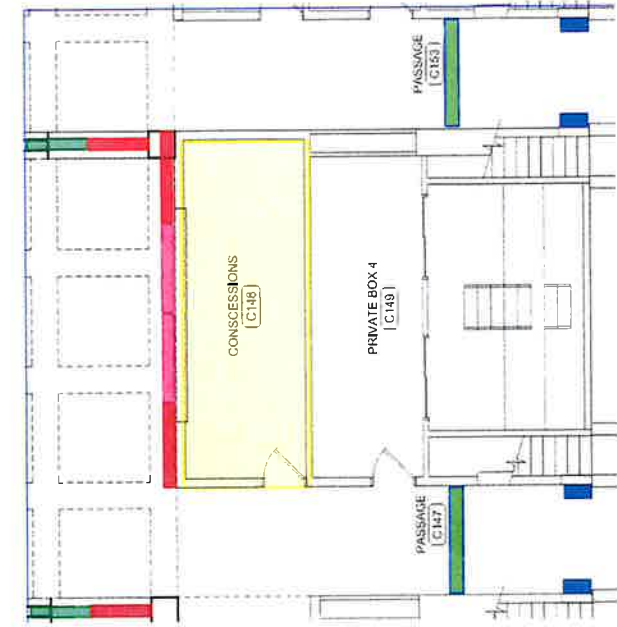


Elevation C





East Concourse Floor Plan



Typical Enlarged Plan

LEGEND	
	CONCOURSE Digital
	LIT SECTION NUMBERS
	MENU LED BOARD
	CONCOURSE RIBBON SIGNAGE
	RESTROOM LIT SIGN (M) & (W)
	CONCESSIONS
	STORAGE ABOVE
	EXISTING LCD BOARD REPLACEMENT
	VOM ENTRANCE- OVERHEAD ROW SIGNAGE
	VOM ENTRANCE- ROW SIGNAGE
	SEG LIT SIGNAGE

CONCOURSE PLAN





18

September 10, 2026

Fargo City Commission
225 4th Street North
Fargo, ND 58102

Commissioners:

Russell Sunderland, FARGODOME Operations Supervisor, has requested an extension of his leave of absence under Policy 500-008 Leave Without Pay. The leave will begin on September 18, 2026 for up to an additional 60 days. The employee is able to draw from accrued time off benefits including vacation, sick leave and compensatory time (if applicable).

Requested Motion:

To approve the leave of absence extension for Russell Sunderland under policy 500-008 Leave Without Pay.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



19

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF GARY LORENZ

DATE: SEPTEMBER 28, 2026

SUBJECT: RFP FOR FIRE TRAINING FACILITY MASTER PLANNING & CONCEPT DESIGN SERVICES

In 2025, the need for updated Fire Department training facilities and Fire Station 4 were identified as a priority for the use of the funding from the voter approved Public Safety Sales Tax initiative. In July of this year, the Fargo Fire Department published an RFP for the purpose of identifying an architect/engineering firm to develop conceptual designs and cost estimates for a fire training facility on the property recently acquired at 107/115 31st S., and assessment and concept design for the remodel or re-construction of Fire Station 4 located at 2701 1st Ave North. Four groups of architects/engineers submitted proposals, and the proposals were reviewed and evaluated based on qualifications and experience, understanding of the project and approach, similar project experiences, and cost. Funds for this project are allocated in the 2026 budget utilizing Public Safety Sales Tax revenue. After reviewing all proposals and having each group present to fire department staff, Wold Architects/Engineers & RLE were selected to complete the project

RECOMMENDED MOTION:

Approve the Fargo Fire Department's recommendation to award Wold Architects and Engineers & RLE the contract for RFP26096 in an amount not to exceed \$108,300 to provide a conceptual design and cost estimate for a new fire training facility to be located at 107/115 31st St S in Fargo and the assessment and re-design or re-construction of Fire Station 4 located at 2701 1st Ave N.



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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

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

DATE: 9/24/2026

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Supporting schedules are included.

Approval:
Fire/CG – 2026 Rear Mounted Aerial Truck

FARGODOME – Digital Signage Monitors PBC26300

Award & Budget Adjustments:
Transit – NDDOT State Aid for Public Transportation Agreement

Police – 2026 Edward Byrne Memorial Justice Assistance Grant (JAG)
Funding – CFDA #16.738 & Budget Adjustment

Facilities – Newman Outdoor Field: Elevator Refurbish & Budget Adjustment



MEMORANDUM

DATE: September 9, 2026

TO: FAHR Committee

FROM: Ben Dow, Public Works Director
Fire Chief Gary Lorenz
Tom HallGanje, Fleet Purchasing Manager

SUBJECT: Request to Approve 2026 Rear Mounted Aerial Truck

A cost evaluation process was initiated in the spring of 2025 for the purchase of a 2026 Rear Mounted Aerial Truck. Multiple vendors were contacted and their proposals were reviewed. Based on this evaluation, it was determined that purchasing the Rear Mounted Aerial Truck through a purchasing consortium provided the best overall value. The Sourcewell Cooperative offers Contract #113021 -RVG-4, which meets all City purchasing requirements and guidelines.

The total purchase price of the fire apparatus from Spartan Emergency Response is \$2,057,744.00 MSRP. The Sourcewell discount of 8.75% which will result in a \$180,061.00 discount. The total Sourcewell discounted price of \$1,877,683.00. The 2026 deposit of \$325,000.00 at contract signing will be applied to the chassis portion of the apparatus and qualify the City of Fargo for an additional \$24,031.00 discount making the total apparatus price \$1,853,652.00. The remaining balance shall be paid upon delivery of the completed apparatus. Upon delivery of the new Rear Mounted Aerial Truck, Unit TRK3 will be traded into Brindlee Mountain Fire Apparatus for \$135,000.00 which will be applied to the remaining balance.

The review committee, consisting of Chief Lorenz, Ben Dow and Tom HallGanje, determined this proposal met the specifications and operational needs of the Fire Department. A proposal synopsis is attached for your review and consideration. It is our recommendation to purchase the Rear Mounted Aerial Truck from Spartan Emergency Response utilizing the Sourcewell Buying Contract and authorizing the trade-in of Unit TRK3 to Brindlee Mountain Fire Apparatus. Funding for this project is included in the 2026 Vehicle Replacement Budget.

Suggested Motion

Approve the purchase of (1) one 2026 Rear Mounted Aerial Truck from Spartan Fire, LLC totaling \$1,877,683.00 through Sourcewell Contract #113021 -RVG-4, including a 2026 deposit of \$325,000 after contract signing, and to authorize the trade in of Unit TRK3 to Brindlee Mountain Fire Apparatus with the trade-in value of \$135,000.00 that will be applied to 2026 Rear Mounted Aerial Truck.



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom HallGanje	Department:	Fire Department
Date of Request:	9/1/2026	Phone Number:	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:	<i>Benjamin Dow</i>	Estimated Amount of Purchase:	\$1,853,652.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

Rear Mounted Aerial Truck

Provide source of existing State contract and Contract number:

Sourcwell Contract #113021-RVG-4

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: Spartan Emergency Response

Address: 907 7th Ave N

City: Brandon **State:** SD **Zip Code:** 57005

Contact Person: Darwin Kampa **Title:** Midwest/West Coast District Mgr

Telephone: (605) 582-4000 **Email:** Darwin.Kampa@spartanmotors.com

Purchasing Manager Approval:

Piggyback (PBC) Number:



Vendor Contract #113021-RVG-4

July 29th, 2026

Fargo, ND Fire Department
Member ID # 48861
637 NP Ave N
Fargo, ND 58102

We are pleased to offer you a Spartan model year - 2027 Smeal 107' RMA through the Sourcewell® Contract, based on the specifications and drawings provided.

MSRP	\$ 2,057,744.00
Sourcewell Discount	\$ (180,061.00)
Discount Percentage % - 8.75%	
Total Contract Price	\$ 1,877,683.00

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry-leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

Darwin Kampa
Midwest/West Coast District Mgr
Spartan Emergency Response



BRINDLEE MOUNTAIN FIRE APPARATUS
15410 Hwy, Union Grove, AL 35175 - (256) 776-7786

PURCHASE OFFER

Reference: 2010 Smeal Spartan 100' Rear Mount Platform from Fargo Fire Department - ND (the "Apparatus")

Date Quoted: 08/07/2026

Jeremy Leinen,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer FELD FIRE ("Seller") \$135,000 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 10/07/2026. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 10/07/2026.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA after and before 06/01/2028.

All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.;The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

Seller shall provide an aerial test certificate for the Apparatus dated within 30 days prior to the release date with results satisfactory to BMFA.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, flood, and material rust or delamination on frame rails or structural components) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO") of the Apparatus reflecting the Seller as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water and foam prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller. Any foam agent left on the apparatus will be properly removed and disposed of according to current safety and environmental standards at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

The release of the vehicle quoted is subject to the delivery and acceptance of the new replacement vehicle. If the new vehicle is not in service, the seller is not obligated to release the truck quoted. Should the release date extend beyond the date given in this quote, renegotiation of the sale price may be required at the buyer's discretion.

This offer shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.



Accept & Sign

Seller

Signature:

Date:

Brindlee Mountain Fire Apparatus

Signature:

Date:



September 15, 2026

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: PBC26300 – FARGODOME Interior Digital Signage Updates

Commissioners:

The Fargo Dome Authority requests your approval of the Piggyback procurement to replace the digital signage monitors located throughout the concourse, restrooms, lobby, meeting spaces and food & beverage stands used for live video, digital advertising/sponsorship, wayfinding and event messaging/information, and food & beverage menu boards. This will replace existing equipment that is eleven to eighteen years old and can no longer be supported. In addition, this will replace the signal content creation, distribution, and control of these units with the same control system used on the arena LED boards and outdoor marquee by Daktronics meaning all areas will be controlled by the same system. This purchase will be made with Daktronics utilizing the Sourcewell Contract in place (#030223-DAK).

Funding for this purchase is contained within the 2026 FARGODOME Capital Budget that has been previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Suggested Motion:

Approve the request to proceed with the piggyback purchase from Daktronics to replace the digital signage monitors located throughout FARGODOME used for live video, wayfinding, event messaging/information, and food & beverage menu boards, along with the control system used for content creation, distribution, and control of said monitors in the amount of \$1,386,885. This purchase will be made using Sourcewell Contract #030223-DAK and will be funded via the 2026 FARGODOME Capital Budget.

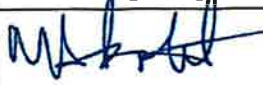
Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Rob Sobolik	Department:	Fargodome
Date of Request:	September 14, 2026	Phone Number:	701-298-2658
E-mail:	rsobolik@fargodome.com		
Dept Head Signature:		Estimated Amount of Purchase:	\$1,386,885

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

Replacing all digital signage (tv monitors, etc.) located on/in concourse, bathrooms, lobby and main meeting spaces at Fargodome with updated products that will have content controlled and distributed utilizing the existing Daktronics network used to control all the LED video boards inside the arena and outdoor marquee at Fargodome. This will update equipment that is 11 - 18 years old and will have all building systems used for live video, advertising, wayfinding, event information, sponsorships, food & beverage menu boards, etc. all running off of the same integrated system.

Provide source of existing State contract and Contract number:

Sourcewell Contract #030223-DAK

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: Daktronics

Address: 201 Daktronics Drive

City: Brookings **State:** South Dakota **Zip Code:** 57006

Contact Person: Matt Warnke

Title:

Telephone: 605-695-7598

Email: mwarnke@daktronics.com

Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC26300

201 Daktronics Drive
Brookings, SD 57006-5128

Tel 877-605-1115 605-697-4400
Fax 605-697-4444

www.daktronics.com

August 20, 2026

Fargodome
Rob Sobolik
1800 North University Drive
Fargo, ND 58102

RE: Fargodome- Concourse Digital Signage Project

Attn: Rob Sobolik

The new digital signage solution we have proposed is an integrated display system that will integrate into the existing Daktronics control ecosystem. This system has been designed with integration and ease of use in mind. Below are additional details. The solution design is based on technical necessity, system compatibility, and operational continuity.

The Fargodome currently operates Daktronics scoring, timing, displays, and control equipment within and outside the building. The proposed LCD concourse displays have been designed with embedded players within the LCDs to integrate directly into our digital signage system and will expand and integrate into our existing system.

The communication protocol shared by all components of the existing Daktronics systems are proprietary in nature and only compatible with other Daktronics components. This control protocol is currently being shared with existing components that include but not limited to:

- Daktronics LED Displays
- Daktronics Control System Hardware and Software
- Daktronics Shot Clocks, Play Clocks and Game Clocks
- Daktronics Timing Interface
- Daktronics Scoring Consoles

Daktronics control protocol is responsible and essential to the functions and information data flow through the Daktronics proprietary control systems. This protocol allows for seamless integration between the LED displays and scoring system inside and outside of the Fargodome.

Daktronics is uniquely qualified to provide the proposed system for the following reasons:

1. Native Compatibility

Daktronics manufactured the Fargodome's existing scoring, timing, display, and control equipment. The proposed digital signage system is designed to integrate directly with that installed equipment.

2. Proprietary Technology

These components are engineered to integrate scoring, timing, statistics, video, and display functions into one coordinated operating platform.

This proprietary nature allows for consistency between operation, displays, scoring, and the control system.

Based on the technical and operational requirements described above, Daktronics, Inc. is the only reasonably available supplier capable of providing the required solution while maintaining compatibility with the Fargodome's existing systems.

If you have any questions, please feel free to contact me via phone at 605-695-7598 or via email at matt.warnke@daktronics.com.

Matt Warnke
Daktronics, Inc.



Fargodome
1800 University Dr N
Fargo, ND 58102
Rob Sobolik
701-241-9100

838116-3 REV 0
20-August-2026
Valid for 30 Days, Subject to Change
FCA: Destination
Payment Terms: TBD
Subject to credit review

RE: Fargodome Concourse Digital Signage Sourcewell Contract #030223-DAK

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Quote to Fargodome ("Purchaser").

Equipment and Services

Sixty (60) 55" Landscape LCD Displays:

PRICE: \$396,975.00

(Screens include Daktronics Internal Web Player):

- Approx. Screen Dimensions: 28" tall x 48" wide
- Concourse: 30 locations (2 screens at each location: total of 60)

Thirty-Two (32) 43" Landscape LCD Displays

(Screens include Daktronics Internal Web Player)

- Approx. Screen Dimensions: 22" tall x 37" wide
- Bathrooms: @ 19 (15 concourse, 4 field level)
- Lobby: @ 6
- Meeting Rooms: 5 (2 mezz, 2 lobby, 1 lower)
- Box Office: 2

Live Channel 2-Channel Player

Eight (8) 86" Concourse Portrait Displays:

PRICE: \$66,850.00

(Screens include Daktronics Internal Web Player)

Two (2) 75" Advertising Screens:

PRICE: \$16,950.00

(Screens include Daktronics Internal Web Player)

Four (4) East/West Concourse LCD Linear Displays:

PRICE: \$234,650.00

- Consisting of five (5) 86" Screens at each location
- Approx Dimensions: 43" tall x 31.5' long
- Mirrored Content (Same content on all 4 linear displays)

Four (4) LCD Video Walls:

PRICE: \$272,100.00

- Consisting of nine (9) 55" Screens at each location
- Mirrored Content (Same content on all 4 video walls)

TOTAL PRICE (INCLUDING TAXES) \$987,525.00
(amount in USD)



DAKTRONICS QUOTE

Also included in above pricing:

Five (5) Years of Venus Control Suite Software Licensing
Programming and Commissioning
Three (3) Year LCD Screen Warranty and Parts Warranty on Daktronics Hardware
Mounting of New LCD Screens/Mounts

Note: LG Screens are not covered under the Sourcewell Contract

OPTIONS

Independent Content on LCD Video Walls:	\$71,865.00 (Add)
Independent Content on East/West Linear Concourse Displays:	\$71,255.00 (Add)
Upgrade Four (4) Linear LCD Displays to LED:	\$161,475.00 (Add)
- Four (4) 3.7mm LED Displays 4.42' tall x 33.46' wide - Mirrored Content (Same content on all 4 linear displays)	
Upgrade Four (4) LCD Video Walls to LED:	\$26,250.00 (Add)
- Four (4) 1.8mm LED Displays 6.6' tall x 11.81' wide - Mirrored Content (Same content on all 4 linear displays)	
Upgrade Linear LED Display/Video Wall to Independent Content:	\$45,785.00 (Add)
Fifteen (15) 2x1 Concession Displays:	\$126,500.00 (Add)
Each location consists of two (2) 55" LCD Displays. (30 total screens)	
Eight (8) 55" Concourse Corner Column Displays: (Screens include Daktronics Internal Web Player)	\$39,350.00 (Add)

THE FOLLOWING SERVICES APPLY TO THE EQUIPMENT LISTED ABOVE.

Years 1-3 Daktronics Parts Coverage on Daktronics Equipment
1 Year Daktronics On-site Labor - Standard Response
Years 1-3 Customer Care Level 1

3-Year Parts Coverage on LG Screens-Manufacturer Direct

SCOPE OF SERVICE:

www.daktronics.com/DD5454476

VENUS CONTROL SUITE SUBSCRIPTION

Venus Control Suite is a cloud-hosted software product from Daktronics designed for creating and controlling content for digital displays while also managing devices used in signage.

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006
tel 800-325-8766 email: sales@daktronics.com
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Quote 838116-3-0





DAKTRONICS QUOTE

scoreboards, billboards, venues, and other applications. Venus is a key component to the Daktronics Show Control eco-system for live events production. Create and manage data sources including official league sources for sports, advertising content, schedules, reporting, devices and displays for a single venue or a campus from one account at an unbeatable price. Your tools are hosted in the cloud; keeping your system secure, up to date and always advancing while looking and operating its best.

Your Venus Control Suite subscription will automatically renew every 12 months on the anniversary of your initial subscription date, unless you notify us at least 30 days prior that you wish to cancel. Renewal charges will reflect the current rate at the time of renewal. To cancel, please contact customer service at support@daktronics.com.

LINK TO TERMS & CONDITIONS OF SERVICE:

<http://www.daktronics.com/DD5459759>

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Quote.

Unless otherwise provided on the attached Installation Responsibilities Checklist, the following are not included: permits, duties, taxes, foundations, structural beams, installation, identification panels, power, conduit, and electrical hookup to the equipment. Taxes: Buyer must provide a sales tax exemption certificate to claim exemption. Specifications subject to change; refer to shop drawings for exact dimensions prior to construction. This quote is subject to the following:

- SL-02375 Standard Terms and Conditions of Sale
 - o http://www.daktronics.com/terms_conditions/SL-02375.pdf

Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs effective after May 12, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 12, 2025, Daktronics will be entitled to an equitable adjustment to the Purchase Price.

Matt Warnke
Regional Sales
605-530-2526
Matt.Warnke@Daktronics.com

or

Brock Wallen
Project Manager
605-691-1579
Brock.Wallen@Daktronics.com

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006
tel 800-325-8766 email: sales@daktronics.com
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DAKTRONICS QUOTE

INSTALLATION RESPONSIBILITIES CHECKLIST

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
	✓	2. Removal of existing equipment.
	✓	3. Removal of existing mounting brackets.
	✓	4. Removal of existing structure.
	✓	5. Disposal of existing equipment.
	✓	6. Disposal of existing mounting brackets.
	✓	7. Disposal of existing structure.
✓		8. Generate and issue site specific electrical and signal drawing submittals for video, LCD equipment.
✓		9. Generate and issue site specific equipment shop drawing and attachment detail submittals for video, LCD equipment.
	✓	10. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	11. Provide approval of first type of installation of each LCD mounting type.
	✓	12. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
	✓	13. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	14. Mark location of the new Equipment as delineated in the quote.
✓		15. Site clean-up after Daktronics work.
	✓	16. Clearly identify all specific display locations.
✓		17. Crating and shipping of all equipment to facility via common or independent carrier.
✓		18. Accept, lift, unload, and inspect all video, LCD equipment and control equipment from carrier.
	✓	19. Provide storage of video, LCD equipment and control equipment in a safe, dry, and secure location until installation.
✓		20. Fabricate and install substructure.
✓		21. Prime and paint substructure
✓		22. Lift and mount Equipment listed in this quotation.
✓		23. Lift and mount LCD brackets.
✓		24. Lift and mount LCDs and required accessories.
	✓	25. Provide and install all required floor and wall boxes as per provided system electrical and signal drawings – provide written verification that all deck/wall boxes are installed and all cable has been pulled prior to installers' arrival.
✓		26. Provide LCD brackets/mounting hardware.
✓		27. Provide LCD's.
	✓	28. Power connection to LCDs and required accessories.

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DAKTRONICS QUOTE

	✓	29. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems.
✓		30. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
✓		31. Mount and install fiber patch panel as required by electrical and signal drawings.
	✓	32. Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings.
	✓	33. Provide all required building (wall/roof) penetrations for the installation of Daktronics provided wireless bridge and/or radio transmitter/receiver components. Mount Daktronics provided wireless bridge and/or radio transmitter/receiver components to the building in accordance with manufacturers recommendations.
	✓	34. Furnish signal cable as delineated on the quote.
	✓	35. Labor to pull all new signal cable (and remove existing cable, if required).
	✓	36. Provide and install all conduit and cabling materials, installation to drop locations, and terminations.
✓		37. Remote hookup to LCDs.
✓		38. Terminate signal cable at control location and video, LCD Equipment.
	✓	39. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	40. Provide high speed internet connection to control room equipment.
	✓	41. Required power outlets on clean dedicated circuit(s) for all video, LCD and control equipment.
✓		42. Provide computer(s) for control software.
✓		43. Unpack, set-up, hook-up, and testing of control system.
✓	✓	44. Provide personnel for maintenance and operator training.
✓		45. Perform final systems testing and commissioning.
	✓	46. Final acceptance, per DF-1252.
✓	✓	47. Walk-thru inspection at Substantial Completion and identification of punch list items.
✓		48. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

www.daktronics.com

201 Daktronics Dr. Brookings, SD 57006
tel 800-325-8766 email: sales@daktronics.com
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Quote 838116-3-0





TRANSIT OFFICE

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

September 17, 2026

FAHR Committee
City of Fargo
225 4th St. N
Fargo, ND 58102

SUBJECT:

NDDOT State Aid for Public Transportation Agreement – SFY 2027

PURPOSE / BACKGROUND:

The North Dakota Department of Transportation (NDDOT) has awarded Fargo Metro Area Transit (MATBUS) \$649,416 in State Aid for Public Transit funding for State Fiscal Year (SFY) 2027. The funding period is July 1, 2026, through June 30, 2027, and the award was calculated using the standard distribution methodology established under North Dakota Century Code Chapter 39-04.2. No local match is required.

NDDOT Contract No. 38261344 establishes the terms and conditions for the City of Fargo/MATBUS to receive and use these funds for eligible public transportation services. Under the agreement, NDDOT will reimburse MATBUS for eligible transportation service costs up to the \$649,416 award amount. Reimbursement requests may be submitted quarterly, with MATBUS responsible for maintaining supporting documentation and completing required program reporting.

The MATBUS Coordination Committee reviewed the agreement and recommended that it be forwarded to the FAHR Committee for approval. Following FAHR review, the agreement will be forwarded to the Fargo City Commission for final approval and authorization of the required signatures.

FINANCIAL / BUDGET IMPACT:

Funding Source: NDDOT State Aid for Public Transit
SFY 2027 Award: \$649,416
Local Match Required: None

The agreement provides state funding to support eligible MATBUS public transportation service costs and does not require additional City of Fargo local funding.



**TRANSIT
OFFICE**

TRANSIT OFFICE

650 23RD St. N.

Fargo, ND 58102

Phone: 701.241.8140 | Fax: 701.241.8558

FargoND.gov

REQUESTED ACTION:

Transit staff requests that FAHR recommend approval of NDDOT Contract No. 38261344 for SFY 2027 State Aid for Public Transit funding in the amount of \$649,416 and authorize the agreement to move forward to the Fargo City Commission for final approval and authorization of the required signatures.

SUPPORTING DOCUMENTATION:

NDDOT Contract No. 38261344 – State Aid for Public Transportation Agreement, SFY 2027.

Submitted By:



Cole Swingen – Assistant Transit Director



MEMO TO: Chad M. Orn
Deputy Director for Planning

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Manager, Local Government Division

DATE: 8/24/2026

SUBJECT: State Aid for Public Transit
Fargo Metro Area Transit
SFY 2027 (July 1, 2026 – June 30, 2027)

BH SH

This is a contract to provide transit funding under the regulations of State Aid for Public Transportation. Standard methodology based on NDCC Chapter 39-04.2 was used in calculating the distribution of \$649,416 in state funds.

No local match is required.

38/ss
Attachment(s)



August 24, 2026

Fargo Metro Area Transit
650 23rd Street North
Fargo, ND 58102

Congratulations. Fargo Metro Area Transit will be receiving State Aid funding to provide transit services. Enclosed is the Contract Agreement and funding breakdown per county for your agency.

County	Total 2027 Award
Cass	\$649,416

In order to begin the funding process, please:

1. Complete the contractor and witness information in DocuSign (**the contractor and witness must be different people**).
2. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature **must be an authorized signatory** for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
3. Finish the DocuSign process to send to the witness for signature.
4. Have a witness sign and date the agreement (under Witness).
5. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.
6. Once you have received the finalized contract, please provide a copy to your board.

Thank you for your continuing efforts to improve transportation in North Dakota. If you have any questions or need assistance, please contact Sara Susie at (701) 328-2540 or ssusie@nd.gov.

Sincerely,

Becky Hanson

Becky Hanson
Transit Program Manager

NDDOT Contract No. 38261344

**North Dakota Department of Transportation
STATE AID FOR PUBLIC TRANSIT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo Metro Area Transit, a Government Entity, hereinafter referred to as the Contractor, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

I.

For the period of July 1, 2026, through June 30, 2027, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is incorporated into the agreement by this reference and on file with the NDDOT.

II.

Costs. NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed \$649,416, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. NDDOT reserves the right to request supporting documentation for any and all submittals. NDDOT will reimburse those eligible costs based on the program guidelines for item categories and appropriate reimbursement ratio.

III.

Purchase and Disposal of Project Equipment. The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.

IV.

Assignments. The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

V.

Subcontracting. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this



agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

VI.

Merger and Waiver. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

VII.

Records and Reports. The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

VIII.

Audit. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification form.
- All entities must provide a schedule of expenditures.

IX.

Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

X.

Equipment Use. The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

XI.



Insurance. The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

XII.

Termination. The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

XIII.

Nondiscrimination – Compliance with Laws. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

XIV.

Risk Management. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

Derek Pfeifer

SH

SIGNATURE

SIGNATURE

09/03/26

BT

DATE

DATE

CLA 3338 (Div. 38)
L.D. Approved 5-3-90; 09-25



Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
 Revised 6-26



Certificate Of Completion

Envelope Id: 86152E97-5C3A-8CE2-83E6-700CD7FEF76D

Status: Sent

Subject: Contract #38261344: Please DocuSign: NDDOT/ Fargo MAT State Aid for Public Transit Agreement

Contract Number: 38261344

PCN:

Source Envelope:

Document Pages: 6

Signatures: 2

Certificate Pages: 3

Initials: 5

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Sara Susie

608 E Boulevard Ave

Bismarck, ND 58505

ssusie@nd.gov

IP Address: 165.234.92.122

Record Tracking

Status: Original

Holder: Sara Susie

Location: DocuSign

8/26/2026 10:58:51 AM

ssusie@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Becky Hanson

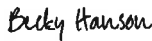
bhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

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

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Timestamp

Sent: 8/26/2026 11:00:35 AM

Viewed: 8/26/2026 11:14:11 AM

Signed: 8/26/2026 11:14:56 AM

Authentication Details

SMS Auth:

Transaction: 20ce1676-9897-410b-ad7d-eff187bee7cc

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/26/2026 11:14:05 AM

Phone: +1 701-391-3378

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

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


Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 8/26/2026 11:14:59 AM

Viewed: 8/26/2026 1:48:37 PM

Signed: 8/31/2026 10:44:57 AM

Authentication Details

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Transaction: 8a68928a-f746-4ad3-a5a9-0bf2a19e5105

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/26/2026 1:48:30 PM

Phone: +1 701-527-8879

SMS Auth:

Transaction: 07ab7de1-4fe5-44ce-89d3-c80b6d822ea1

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/31/2026 10:37:47 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events

Derek Pfeifer
ddpfeifer@nd.gov
Local Gov Eng
Security Level: Email, Account Authentication
(None), Authentication

Signature

Derek Pfeifer

Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

Sent: 8/31/2026 10:45:00 AM
Resent: 9/3/2026 11:44:05 AM
Viewed: 9/3/2026 4:18:37 PM
Signed: 9/3/2026 4:19:52 PM

Authentication Details

SMS Auth:
Transaction: c5beb838-fc8d-4059-8380-20d47fe9f3f1
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 9/3/2026 4:18:30 PM
Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

N

Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Sent: 9/3/2026 4:19:55 PM
Viewed: 9/3/2026 4:25:13 PM
Signed: 9/3/2026 4:25:54 PM

Authentication Details

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Transaction: e0324c12-a141-4827-9715-b0c5bf186824
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 9/3/2026 4:25:06 PM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgentstern
cdmorgentstern@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Sara Susie
 ssusie@nd.gov
 Chief Financial Officer
 Carahsoft OBO North Dakota Department of
 Transportation CLOUD
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

VIEWED
 Using IP Address: 165.234.253.12

Sent: 8/26/2026 10:59:11 AM
 Viewed: 8/26/2026 10:59:30 AM
 Completed: 8/26/2026 11:00:34 AM

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

Julie Bommelman
 jbommelman@cityoffargo.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 9/3/2026 4:25:57 PM
 Viewed: 9/3/2026 4:26:45 PM

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

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

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

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

Envelope Sent Hashed/Encrypted
 Envelope Updated Security Checked
 Envelope Updated Security Checked

8/26/2026 10:59:11 AM
 8/26/2026 11:00:34 AM
 8/26/2026 11:00:34 AM

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



THE FARGO POLICE DEPARTMENT
CHIEF TRAVIS STEFONOWICZ
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

September 18, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo and Cass County relative to the 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding – CFDA # 16.738

Dear Commissioners:

The US Department of Justice has awarded the Fargo Police Department and Cass County Sheriff's Department \$91,045.00 in grant funding through the 2026 Edward Byrne Memorial Justice Assistance Grant (JAG). In order to receive the funding, both the City of Fargo and Cass County governmental subdivisions must agree on how the funds are allocated between the two entities.

In addition to acting as the fiscal agent and grant manager of the funding, the Cass County Sheriff's Department is agreeable to allocating \$81,045.00 of the available funding to the Fargo Police Department and retaining \$10,000.00 of the funding for their use. I concur with distributing the grant funding in this manner.

Attached for your review and approval is the inter-local agreement that will need to be signed by both governmental subdivisions in order for the funds to be allocated. There is no local match funding required to accept the grant.

Recommended Motion:

I recommend acceptance of the inter-local agreement with Cass County and the allocation of the 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) as described within the agreement.

Revenue Account: 101-0000-331-12-36

- Budget adjustment of \$81,045.00

Expense Account: 101-5045-411-11-01

Project Number: PDJG26

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

Travis Stefonowicz
Chief of Police

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Police Department

REQUESTED BY: Chief Travis Stefonowicz

PROJECT NUMBER : PDJG26

DATE PREPARED: 9/18/2026

DESCRIPTION OF REQUEST: Accept 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding - CFDA# 16.738 in the amount of \$81,045.00

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331-12-36		\$ 81,045	\$ 81,045
		+	= \$ -
		+	=
TOTAL REVENUE ADJUSTMENTS:		\$ 81,045	

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411-11-01	Overtime	\$ 305,554	\$ 81,045	\$ 386,599
			+	= \$ -
			+	= \$ -
			+	= \$ -
			+	= \$ -
			+	= \$ -
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# _____

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF CASS AND THE CITY OF FARGO, ND OF CASS COUNTY
ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT (JAG) PROGRAM

This Agreement is made and entered into this by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO all of Cass County, State of North Dakota, witnessed:

WHEREAS this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS CASS agrees to provide FARGO \$ 81,045 from the JAG award for the Program: and

WHEREAS CASS will retain \$10,000 from the JAG award for the Program:

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

Paying for the performance of governmental functions hereunder shall make the performance or those payments from current revenues legally available to that party.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW, THEREFORE, the COUNTY and FARGO agree as follows:

Section 1.

CASS agrees to transfer to FARGO the sum of \$ 81,045 or purchase on their behalf for the Program on or before 30 September 2030.

CASS will expend the sum of \$10,000.00 for the Program on or before 30 September 2030.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

O-BJA-2025-172542 Edward Byrne Grant

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party, not a signatory hereto.

CITY OF FARGO

CASS COUNTY

Josh Boschee, Mayor

Tony Grindberg, Chairman

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney, Fargo

Cass County State's Attorney

Auditor Cass County

Memorandum

To: FAHR Committee
From: Bekki Majerus, Director of Facilities Management
Date: September 21, 2026
Re: Newman Outdoor Field – Elevator Refurbish

The elevator at Newman Outdoor Field is 30 years old. Operational failure has, on more than one occasion, required Fargo Fire to respond in order to assist disabled patrons from the concourse to ground level. In 2025, the elevator was not operational for two games which resulted in the RedHawks having to accommodate patrons in non-seating areas or issuing refunds. In 2026, the main computer board failed and was replaced. Fortunately, the outage occurred during an extended away schedule.

The elevator is in need of refurbishing in order to ensure reliable operation over the next several years. TKE was the original installation contractor and currently has the maintenance agreement with the City of Fargo for this elevator. TKE replaced the main computer board this spring as well. They have provided us a proposal for \$53,000 to complete the elevator refurbish.

The Newman Field operations budget has been spent this year due to the replacement of the fire alarm panel and associated equipment. This request is to allocate emergency funding to refurbish the elevator.

Requested Action:

Approve the funding of the elevator refurbish at Newman Outdoor Field.

MODERNIZATION PROPOSAL



MOVE BEYOND

Modernization Proposal



FM Redhawks - MOD May 2026

May 28, 2026

Purchaser: CITY OF FARGO

Project: NEWMAN OUTDOOR FIELD

Address: PO BOX 2083
FARGO, ND 58107-2083

Location:
Address: 1515 15TH AVE N
FARGO, ND 58107-2083

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering CITY OF FARGO (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$53,000.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above includes those value added taxes, tariffs, duties, and/or similar charges that are in effect as of the date of this proposal. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including any new or increase in taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 04-30-2028 and the installation must be completed by 05-14-2028, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at 1 701 3556978

We appreciate your consideration.

Regards,

Dustin Boe

Dustin Boe

Modernization Proposal



TK Elevator Corporation
3021 39th St SW Ste B
Fargo, ND 58104
dustin.boe@tkelevator.com | 1 701 3556978

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SCOPE OF WORK

Building : Newman Outdoor Field
1515 15TH AVE N

Groups Included

Group Name	# of units	Equipment Type
Stadium	1	Hydraulic

Group : Stadium
Equipment Classification: Hydraulic

Units Included

Nickname	Front Openings	Rear Openings	Side Openings	TKE Serial #
1	3	0	0	

Description of Work

Controller

Item Description	Option	Installed On
TAC 32H Controller (Includes Options listed below) • 24 VDC Signal Voltage • Electronic Door Detector Interface	New	1
eMax Monitoring Device Provisions	New	Stadium
Solid State Starters (6 or 12 leads) 460 / 575 VAC	New	1
Battery Lowering in Controller (10-D-0C)	New	1
THY Board / CE Driver Board	New	1
Position Indicator	New	1
Auto Fan Light Shutdown (Sleep Mode)	New	1
Car Riding Lantern	New	1
Fire Service	New	1
Hoistway Access	New	1
Door Operator Controls	New	1
User Interface Tool	New	1
Hoistway Enable/Inspection Operation	New	1
Independent Service	New	1

Power Unit

Item Description	Option	Installed On
Retain Power Unit	Retain	1

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Jack

Item Description	Option	Installed On
Retain Jack	Retain	1

Pit Equipment

Item Description	Option	Installed On
Pit Stop Switch	New	1

Hoistway Equipment

Item Description	Option	Installed On
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	1
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	1
HN Boxes (per each 2 cars, grouped)	New	1

Car

Item Description	Option	Installed On
Fan: Two Speed	New	1
Cab Wiring Material (200MK1)	New	1
Car Top Exit Switch	New	1

Cab

Item Description	Option	Installed On
Retain Cab Interior	Retain	1
Retain Cab Flooring	Retain	1

Car Door Equipment

Item Description	Option	Installed On
Micro Light (Front)	New	1
Front Door Operator (SSSS) Additional Lead Time	New	1
LD-16 Plus Drive Only (FRONT) • includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	1
Retain Car Door	Retain	1

Hoistway Door Equipment

Item Description	Option	Installed On
Interlock and Pick-up Assemblies. Includes closers (Front)	New	1
Retain Hoistway Doors	Retain	1

Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below	New	1
• Applied Panel	New	1

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Item Description	Option	Installed On
Vandal Resistant Floor Buttons	New	1
Cast Braille Plates for Car Features	New	1
Emergency Stop Switch, Alarm and Door Open/Close Buttons (in locked compartment)	New	1
Fan Keyswitch (two speed) (in locked compartment)	New	1
Emergency Light mounted in COP	New	1
2004 and later Fire Service Phase II Features (includes instructions signage)	New	1
Handicap Signal (Passing signal)	New	1
Position Indicator (2" CE Segmented)	New	1
Hoistway Enable (in locked compartment)	New	1
ADA Phone System integral with COP (Rath)	New	1
Speaker Pattern for Intercom System/ADA Phone	New	1
Locked Service Cabinet	New	1
Certificate Window	New	1
Light Keyswitch (in locked compartment)	New	1
#4 Stainless Steel Finish (441)	New	1
Independent Service (in locked compartment)	New	1
Car Riding Lantern (Standard) #4 S/S (441)	New	1

Hall Fixtures

Item Description	Option	Installed On
Terminal Hall Stations (Surface Mounted) with - Appendix O (Polycarbonate insert flame) - Fusion (#4 S/S (441))	New	Stadium
2009 & 2010 Elevator Communications Failure add	New	Stadium
Fire Service Phase I Key Switch and Signage (Plastic)	New	Stadium
Hoistway Access Switch in Hall Stations	New	1
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	1
Intermediate Hall Stations (Surface Mounted) with - Appendix O (Polycarbonate insert flame) - Fusion (#4 S/S (441))	New	Stadium
Serial Boards for Hoistway Access	New	1
Serial Boards for Front Risers	New	Stadium
TAC Serial Boards, Base Charge	New	Stadium

Alternate Add-Ons:

1. Include one (1) submersible power unit with new hydraulic oil - \$20,000 additional

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01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	18 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	3 - 5 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

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The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$53,000.00
Initial progress payment:	(55%)	\$29,150.00
Material furnished:	(20%)	\$10,600.00
Total of remaining progress payments:	(25%)	\$13,250.00

Purchaser may elect to finance all or a portion of the purchase price for the work described in this Agreement through TK Elevator's financing partner ("Financing Partner"), subject to the Financing Partner's approval and the terms of a separate financing agreement ("Financing Agreement") between Purchaser and Financing Partner. Purchaser acknowledges and agrees that [(i) Financing Partner is in no way affiliated with TK Elevator, (ii) Financing Partner will make any decision to offer financing to Purchaser independently and in accordance with its internal lending policies, (iii) TK Elevator cannot guaranty that Financing Partner will agree to provide financing to Purchaser on acceptable terms or at all, (iv) TK Elevator may be compensated by the Financing Partner in the event Purchaser enters into a Financing Agreement, and TK Elevator will not be a party to the Financing Agreement and shall have no responsibility for, and hereby expressly disclaims any liability arising out of or relating to, any decision on the part of Financing Partner to provide or decline to provide financing to Purchaser, and the negotiation, execution, performance, enforcement, or termination of any Financing Agreement. Purchaser acknowledges and agrees that Purchaser shall remain unconditionally and irrevocably liable to TK Elevator for any unpaid balance owing hereunder and TK Elevator's acceptance of the Financing Partner as a payment source shall not constitute a novation, satisfaction, waiver, or release of Purchaser's payment obligations under this Agreement.

Notwithstanding the foregoing, in the event Purchaser enters into a Financing Agreement with the Financing Partner and the Financing Partner fails or refuses to disburse any portion of the purchase price to TK Elevator for any reason, including without limitation default by either party under the Financing Agreement, bankruptcy or insolvency of either party, or termination of the Financing Agreement for any reason any unpaid purchase price then owing by Purchaser which shall be payable immediately by Purchaser upon demand by TK Elevator in accordance with this Agreement. Purchaser hereby waives any right of setoff, counterclaim, defense, or deduction against TK Elevator based on any act or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing

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Partner of the right to receive payment hereunder shall not impair TK Elevator's rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$350.50
Mechanic (OT) per hour	\$578.64
Team (Standard) per hour	\$630.90
Team (OT) per hour	\$1,041.14

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 05-14-2028 .

03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

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ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
 - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
 - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
 - Adequate bracing of entrance frames to prevent distortion during wall construction.
 - All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
 - All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
 - The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
 - Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
 - TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:

- Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- Purchaser shall provide:

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- permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
- piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
- conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
- a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
- emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;
- confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
 - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
- Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete

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- around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- engineering, provision and installation of methane barriers or coordination/access;
- access to 2" pressurized water supply within 100'-0" of the jack hole location;
- a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- any spoils or water testing;

06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$125.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly

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provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.

- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which **MUST** be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services **ONLY** if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
 - Cost for temporary use of a Unit shall be \$200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
 - Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs

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that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.

- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

08 MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

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- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

09 Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. The price of this Proposal includes value added taxes, tariffs, duties, and/or similar charges that are in effect as of the date of this Proposal. Purchaser is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Proposal above and beyond the pricing set forth in this Proposal for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after the date of this Proposal; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after the date of this Proposal. When the materials and/or components called for in this Proposal are ready to ship, if required TK Elevator will provide Purchaser with a change order(s) covering all additional amounts mentioned in the preceding sentence which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

Modernization Proposal



h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property

Modernization Proposal



damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or (vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Fifty Three Thousand Dollars (\$53,000.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

CITY OF FARGO (Purchaser):		TK Elevator Corporation Management Approval	
By: _____		By: _____	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
Mark Fournier		Jeff Boomer	
_____		Branch Manager	
(Print or Type Name)			

(Print or Type Title)			

(Date of Acceptance)		(Date of Execution)	
_____		_____	



MODERNIZATION FINANCING PROGRAM

Need to modernize your elevator or escalator quickly but it's not in the budget?
TK Elevator has partnered with GreatAmerica Financial to offer financing for
Modernization Projects in the United States and Canada.

Program Details:

Term Durations: 12 - 60 months

Loan Size: \$50,000 - \$5,000,000*

100% of Project Financing Available

Fixed Interest Rates

FAST Credit Approval!

Loans under \$500,000 – SAME DAY

Loans over \$500,000** – 24 to 72 Hours

Example of \$150,000 financed over a 60-month period at various interest rates:

Rate	Number of Payments	Payments per month
9.99%	60	\$3,186.32
10.99%	60	\$3,260.62
11.99%	60	\$3,335.91
12.99%	60	\$3,412.19

The above example's finance rates, number of payments, payment frequency and payment amounts are for illustrative purposes only and subject to change.

* Loans larger than \$5,000,000 may be accepted.

** All loans subject to credit approval.

Additional Information:

Program eligibility requires execution of 5-year maintenance agreement with TK Elevator.

Specific financing terms, rates and conditions will vary based on creditworthiness and GreatAmerica Financial's other terms and conditions.

Not all applicants will qualify.

TK Elevator may receive compensation from GreatAmerica as part of this program.

TK Elevator is not a licensed lender and does not originate or arrange financing.

TK Elevator is not responsible for GreatAmerica Financial's products or services, or how GreatAmerica Financial handles an applicant's information.

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:	Facilities	
REQUESTED BY:	Bekki Majerus	PROJECT NUMBER : BS2601
DATE PREPARED:	9.22.2026	
DESCRIPTION OF REQUEST:	Newman Outdoor Field Elevator Repair 10/2/26	

NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
268-1003-391.10-00	\$ -	\$ 53,000	= \$ 53,000
			= \$ -
	+		= \$ -
	+		= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 53,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
268-1003-510.74-50	\$ 74,000	\$ 53,000	= \$ 127,000
101-9001-555.90-20	\$ 146,727	\$ 53,000	= \$ 199,727
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 106,000	

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

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

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	
COMMISSION APPROVED ON:	
ENTERED BY FINANCE:	
Date:	
By:	
BA#	



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

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TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: Resolution Authorizing the Issuance of not to exceed \$50,995,000 City of Fargo North Dakota Refunding Improvement Bonds, Series 2026A, prescribing the terms and covenants thereof, and creating a fund for the payment thereof

DATE: September 28, 2026

As discussed at the August 17, 2026, Finance Committee meeting, the City of Fargo plans to sell its annual Refunding Improvement Bonds on November 4, 2026, to reimburse capital project funds for various infrastructure projects completed in 2026. Special assessments assigned to benefiting parcels in accordance with the City's assessment policy will provide the source of repayment for these bonds.

Bond Counsel has prepared a Bond Resolution authorizing the Finance team to proceed with the issuance in accordance with the specific parameters established in the Resolution. The principal amount of the Refunding Improvement Bonds to be issued shall not exceed \$50,995,000.

The Resolution delegates authority to the Mayor, City Administrator, and Assistant Finance Director to accept the winning bid and finalize the terms of the bond sale, provided the true interest cost (TIC) does not exceed 5.95% per annum.

In connection with the financing, the City Commission is also considering a separate resolution authorizing the redemption and prepayment on November 1, 2026, of the 2027 through 2029 maturities of the City's outstanding Refunding Improvement Bonds, Series 2012A, at a redemption price of par plus accrued interest.

The Resolution establishes the terms, conditions, covenants, and other requirements applicable to the bonds and warrants and authorizes the Finance team to finalize the terms of the transaction within the parameters established by the Resolution.

Suggested Motion:

Approve the Resolution Authorizing the Issuance of Not to Exceed \$50,995,000 City of Fargo, North Dakota Refunding Improvement Bonds, Series 2026A; prescribing the terms and covenants thereof; and creating a fund for the payment thereof.

September 24, 2026



Pre-issuance report for

City of Fargo, North Dakota

\$49,350,000* Refunding Improvement Bonds, Series 2026A (the “Bonds”)

PREPARED BY
Baker Tilly Municipal Advisors, LLC
225 S. 6th Street Ste. 1100
Minneapolis, MN 55402

ADVISOR
Steve Scharff | Director
651-223-3003
Steve.scharff@bakertilly.com

Issue summary

PROPOSED ISSUE

The City Commission has under consideration the issuance of bonds to fund (i) various infrastructure improvement projects within the City, (ii) a deposit to the debt service account to pay certain amounts of interest, if any (capitalized interest), and (iii) costs related to this issuance of bonds (the "Bonds").

PURPOSE OF ISSUE

The proceeds of the Bonds will be used to (i) finance various utility, street, alley, and street lighting improvement projects within various improvement districts of the City, (ii) fund a deposit to the debt service fund for the payment of certain interest payments on the Bonds (capitalized interest), and (iii) pay issuance costs on the Bonds. A detailed listing of all projects is included as an attachment to this report.

AUTHORITY

Statutory Authority: The Bonds are being issued pursuant to the North Dakota Century Code, Chapters 40-22 through 40-27.

SECURITY/SOURCE OF PAYMENT

The special improvement warrants issued against the funds of such improvement districts and the special assessments 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 (assessments) for the payment of all warrants and interest thereon. The City is authorized to levy a tax whenever 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. It is not anticipated that a tax levy will be needed to pay debt service on the Bonds.

Assessments for the Bonds will be filed and pledged to the repayment of the Bonds. Assessments will be collected over terms of 15, 20 and 25 years. Assessments will be repaid in equal annual installments of principal and interest, with interest on the unpaid balance collected at a rate of 0.75% over the true interest rate on the Bonds. For projection purposes we have used a rate of 5.896%. A detailed breakdown of the assessments is shown below.

- Assessments in the amount of \$5,890,000 are expected to be filed in 2027 for collection in 2028 for a term of 15 years
- Assessments in the amount of \$1,445,000 are expected to be filed in 2027 for collection in 2028 for a term of 20 years
- Assessments in the amount of \$40,702,200 are expected to be filed in 2027 for collection in 2028 for a term of 25 years

Beginning in calendar year 2028, assessment income received by February 15 is expected to be sufficient to cover each May 1 principal and interest payment. Remaining assessments collected through October 15, and any funds collected, but not applied on May 1, will be used to make each November 1 interest payment due in the-year of collection.

FINANCING STRUCTURE

In consultation with City Staff, principal repayment for the Bonds is structured with a term of approximately 25 years, aligning with the estimated assessment income so that estimated collections of assessments after the payment of debt services generates a modest annual surplus of revenues. The surplus averages approximately \$62,942 per year. This annual surplus is anticipated to accumulate in the debt service fund until such time that the Bonds can be prepaid or mature.

Capitalize interest will be used to pay the interest due on November 1, 2027, in its entirety to allow for continuity between the first payment due on the Bonds and when assessments begin to be collected (2028).

PARAMETER LIMIT

As part of the Resolution to be adopted by the City Commission on September 28, 2026, the authority to award the sale of the Bonds has been delegated to certain members of the City, subject to the following parameters: (i) the principal amount may not exceed \$50,995,000, plus any premium and (ii) the true interest cost (TIC) may not exceed 5.95%. The members of the City having the authority to award the sale of the Bonds is any of the Mayor, City Administrator, or the Assistant Finance Director.

Issue terms

BANK QUALIFICATION

The City will be issuing more than \$10 million in tax-exempt obligations in 2026; therefore, the Bonds are not designated as bank qualified.

PREMIUM

The Bonds are structured with estimates on pricing resulting in premium, based on the current market environment and recent comparable bond sales. Premium pricing results when bids are received with coupon rates that exceed market yields, thereby requiring investors pay a reoffering premium (an amount above the face value of each maturity of the issue) to drive their yield back down to market levels and generating additional proceeds to the City. The underwriter will take their compensation from the reoffering premium. It is anticipated that any excess proceeds generated as original issue premium and/or unused underwriters discount will be used to reduce the principal amount of the Bonds.

OPTIONAL REDEMPTION

Bonds maturing on or after May 1, 2037 may be prepaid at a price of par plus accrued interest on or after May 1, 2036.

Rating

An application will be made to Moody's Investor Service (Moody's) for a rating on the Bonds. The City's general obligation debt is currently rated "Aa3" by Moody's with an outlook of "negative", which represents the possibility of a downgrade within the next two years following when that outlook was revised (Fall of 2025).

Issuance timeline

City Commission authorizes the sale of the Bonds and establishes Pricing Committee	September 28, 2026
Rating conference is conducted	October 7, 2026 3:00 p.m.
Redemption of Series 2012A Bonds	November 1, 2026
Competitive proposals are received	November 4, 2026 (Morning)
Pricing Committee awards sale of the Bonds	November 4, 2026 (Mid-Day)
Proceeds are received	December 3, 2026

Other considerations

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

Future assessment collections are expected to cover 100% of the debt service payments on the Bonds. If actual assessment collections are different than projected and assessment collections and/or a positive cumulative surplus in the debt service fund do not materialize, the City will be required to levy taxes or appropriate other available funds to make the debt service payments on the Bonds.

REDEMPTION OF SERIES 2012A

The City currently anticipates redeeming its outstanding Series 2012A Bonds on November 1, 2026, using available funds to prepay the Series 2012A Bonds. Following the redemption, portions of future assessment collections associated with the Series 2012A Bonds are expected to be available as a source of funding to partially pay project expenditures related to the Bonds. The City currently estimates that approximately \$1,300,000 of such future assessment collections will be used for this purpose. The planned redemption and use of future assessment collections are reflected in the financing plan presented in this Pre-Issue Report. The details of that redemption cost are as follows:

Date	Prepaid Bonds	Prepaid Interest	Redemption Cost	Principal	Coupon	Interest	Scheduled D/S
11/01/2026	3,820,000.00	60,512.50	3,880,512.50	-	-	60,512.50	60,512.50
05/01/2027	-	-	-	1,250,000.00	3.000%	60,512.50	1,310,512.50
11/01/2027	-	-	-	-	-	41,762.50	41,762.50
05/01/2028	-	-	-	1,285,000.00	3.250%	41,762.50	1,326,762.50
11/01/2028	-	-	-	-	-	20,881.25	20,881.25
05/01/2029	-	-	-	1,285,000.00	3.250%	20,881.25	1,305,881.25
Total	\$3,820,000.00	\$60,512.50	\$3,880,512.50	\$3,820,000.00	-	\$246,312.50	\$4,066,312.50

Post issuance

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

ARBITRAGE/REBATE

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

CONTINUING DISCLOSURE

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors currently provides both arbitrage and continuing disclosure services to the City and will further provide those services for the Bonds.

Finance team

The issuance of the Bonds will require the work of various other public finance professionals. Fees for these professionals shall be paid by proceeds of this issuance unless directed otherwise by the City. The following professionals and their role have been identified below:

Bond Counsel: Dorsey & Whitney LLP

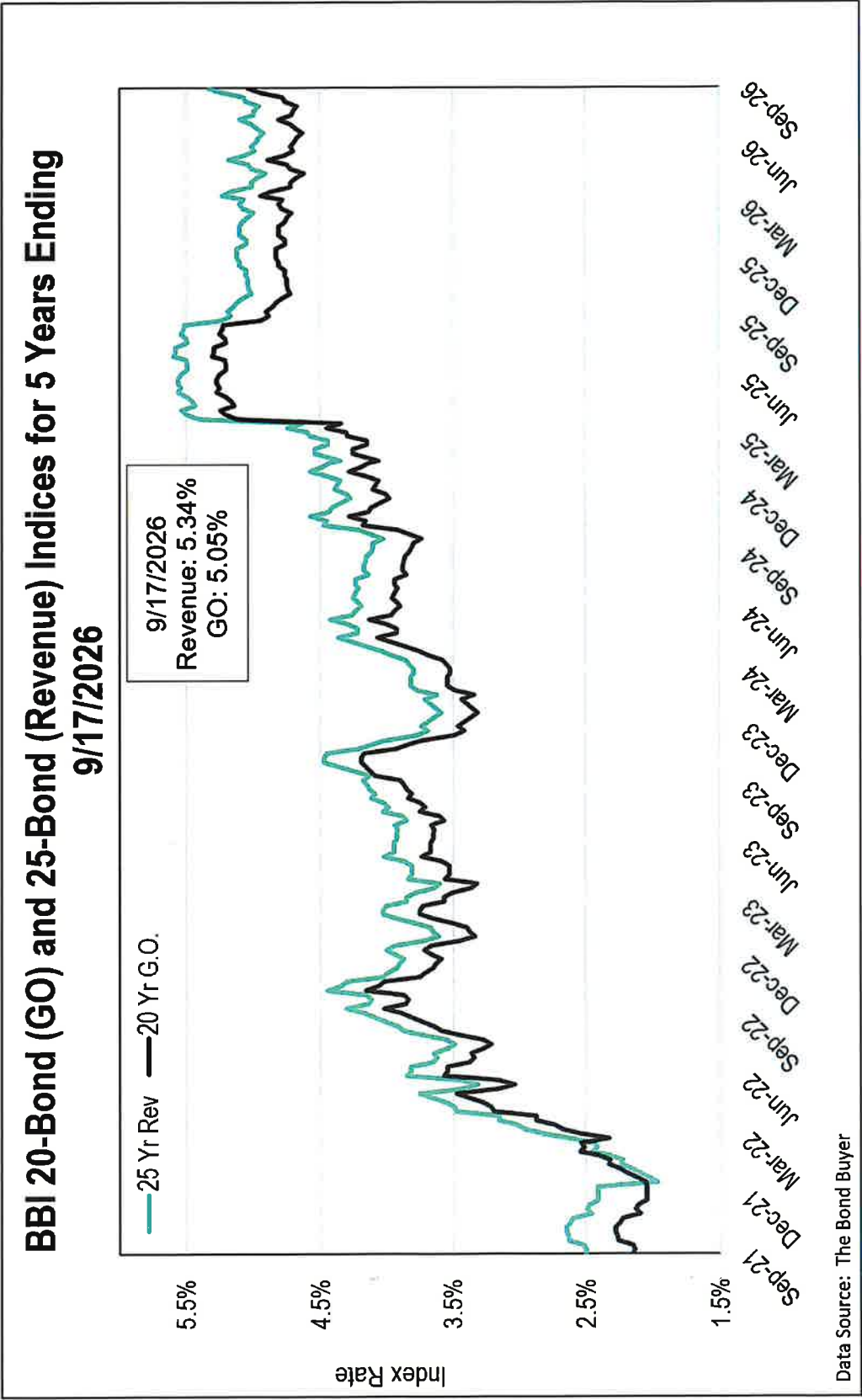
Municipal Advisor: Baker Tilly Municipal Advisors, LLC

Attachments

- 1) Bond Buyer Index
- 2) Bond Schedule Attachments
 - a) Summary of Capital Projects Funded by the Bonds (provided by City Staff)
 - b) Financing Sources and uses of funds
 - c) Pricing Summary, using current market estimates
 - d) Semiannual Debt Service and Cash Flow Analysis, given current market conditions
 - e) Estimated Aggregate Assessment Income

Attachment 1) Bond Buyer Index

Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



Attachment 2) Bond Schedules

a) Summary of Capital Projects Funded by the Bonds (provided by City Staff)

Project number	Description	Eng Assessed Est	Eng Statement of Costs Assd Amt	Contract Amount (PACE)	current bal GMBA (AS400)	Estimated Final (DD-26%)	Bond Amounts	Status	Term
AN-26-A1	Alley Paving New	325,925.46	285,320.70	226,445.00	786.54	285,321	285,000	Active	25 Years
BN-25-C1	Utilities and Paving New	10,584,346.10	10,598,387.69	8,668,453.95	8,839,666.13	10,598,388	10,600,000	Active	25 Years
BN-25-F1	Utilities and Paving New	6,166,792.16	6,437,637.43	5,036,378.90	3,977,444.94	6,345,837	6,350,000	Active	25 Years
BN-26-B1	Utilities and Paving New	658,255.24	659,942.33	523,763.75	1,052.54	658,255	660,000	Active	25 Years
BN-26-C1	Utilities and Paving New	8,273,669.76	7,018,882.21	6,816,754.88	3,140,700.07	8,254,892	8,250,000	Active	25 Years
BR-26-A1	Utilities and Paving Rep/Rehab	934,757.89	934,757.89	3,498,999.45	240,497.01	934,758	935,000	Active	25 Years
BR-26-B1	Utilities and Paving Rep/Rehab	855,482.91	841,039.67	3,791,070.90	-	841,040	840,000	Active	25 Years
BR-26-C1	Utilities and Paving Rep/Rehab	486,915.56	488,440.50	2,785,515.83	-	488,441	490,000	Active	25 Years
BR-26-D2	Utilities and Paving Rep/Rehab	231,679.58	227,160.28	841,390.45	-	231,680	230,000	Active	25 Years
BR-26-E1	Utilities and Paving Rep/Rehab	572,000.17	571,458.93	1,918,999.07	-	571,459	570,000	Active	25 Years
BR-26-F1	Utilities and Paving Rep/Rehab	1,083,630.97	1,027,187.51	3,565,448.38	315,499.18	1,027,188	1,030,000	Active	25 Years
BR-26-H1	Paving and Utility Rehab/Reconstruction	4,705,417.81	4,623,776.96	-	-	4,623,777	4,625,000	Active	25 Years
BR-26-I1	Utilities and Paving Rep/Rehab	1,443,125.88	1,350,677.21	1,205,961.80	876,287.11	1,350,677	1,350,000	Active	25 Years
NR-26-A1	Lift Station Rep/Rehab	389,083.33	170,793.00	925,200.00	-	244,744	245,000	Active	25 Years
PN-26-A1	Paving New	3,862,216.26	3,594,318.73	2,852,633.90	1,669,586.70	3,594,319	3,600,000	Active	15 years
PR-26-C1	Paving Rep/Rehab	324,676.29	419,104.97	2,025,988.23	-	419,105	420,000	Active	15 years
PR-26-E1	Paving Rep/Rehab	1,081,073.48	1,050,095.56	1,864,164.38	202,043.66	1,050,096	1,050,000	Active	15 years
PR-26-G1	Paving Rep/Rehab	869,028.30	820,679.08	1,352,929.20	132,625.85	820,679	820,000	Active	15 years
SR-26-A1	Sidewalk/Path Rep/Rehab	866,596.50	833,977.11	1,029,252.50	292,513.53	777,034.00	780,000	Active	20 years
SR-26-B1	Sidewalk/Path Rep/Rehab	703,533.60	665,537.04	692,321.00	116,663.32	664,079.00	665,000	Active	20 years
TN-26-A1	Traffic Signal / Fiber Optic New	1,224,993.87	1,356,306.78	1,098,889.20	357,928.76	1,356,307.00	1,360,000	Active	25 years
UR-26-F1	Utilities Rep/Rehab	863,982.88	863,982.88	2,214,788.00	-	863,983.00	865,000	Active	25 years
UR-26-G1	Utilities Rep/Rehab	277,264.80	277,264.80	1,027,128.96	-	277,265.00	280,000	Active	25 years
FP-19 - PHASE 2	Stormwater Pond							Active	25 years
Total		46,784,449				46,279,324	48,037,200		

Attachment 2) Bond Schedules

\$49,350,000

City of Fargo, North Dakota

Refunding Improvement Bonds, Series 2026A

Sources & Uses**Dated 12/03/2026 | Delivered 12/03/2026****Sources Of Funds**

Par Amount of Bonds	\$49,350,000.00
Transfer from 2012A Fund (Projects)	1,300,000.00
Reoffering Premium	347,583.95
Total Sources	\$50,997,583.95

Uses Of Funds

Deposit to Project Construction Fund	48,037,200.00
Deposit to Capitalized Interest (CIF) Fund	2,282,646.53
Total Underwriter's Discount (1.000%)	493,500.00
Costs of Issuance	180,750.00
Rounding Amount	3,487.42
Total Uses	\$50,997,583.95

Attachment 2) Bond Schedules

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Issuance Value	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
05/01/2028	Serial Coupon	5.000%	3.360%	1,190,000.00	1,190,000.00	102.238%	-	-	-	1,216,632.20
05/01/2029	Serial Coupon	5.000%	3.480%	1,250,000.00	1,250,000.00	103.483%	-	-	-	1,293,537.50
05/01/2030	Serial Coupon	5.000%	3.580%	1,315,000.00	1,315,000.00	104.518%	-	-	-	1,374,411.70
05/01/2031	Serial Coupon	5.000%	3.690%	1,380,000.00	1,380,000.00	105.284%	-	-	-	1,452,919.20
05/01/2032	Serial Coupon	5.000%	3.780%	1,450,000.00	1,450,000.00	105.916%	-	-	-	1,535,782.00
05/01/2033	Serial Coupon	5.000%	3.910%	1,525,000.00	1,525,000.00	106.124%	-	-	-	1,618,391.00
05/01/2034	Serial Coupon	5.000%	4.020%	1,605,000.00	1,605,000.00	106.223%	-	-	-	1,704,879.15
05/01/2035	Serial Coupon	5.000%	4.130%	1,685,000.00	1,685,000.00	106.125%	-	-	-	1,788,206.25
05/01/2036	Serial Coupon	5.000%	4.240%	1,770,000.00	1,770,000.00	105.843%	-	-	-	1,873,421.10
05/01/2037	Serial Coupon	5.000%	4.390%	1,865,000.00	1,865,000.00	104.657%	4.436%	05/01/2036	100.000%	1,951,853.05
05/01/2038	Serial Coupon	4.625%	4.740%	1,955,000.00	1,955,000.00	98.991%	-	-	-	1,935,274.05
05/01/2039	Serial Coupon	4.625%	4.820%	2,050,000.00	2,050,000.00	98.190%	-	-	-	2,012,895.00
05/01/2040	Serial Coupon	4.750%	4.920%	2,145,000.00	2,145,000.00	98.341%	-	-	-	2,109,414.45
05/01/2041	Serial Coupon	4.875%	5.020%	2,250,000.00	2,250,000.00	98.520%	-	-	-	2,216,700.00
05/01/2042	Serial Coupon	5.000%	5.120%	2,365,000.00	2,365,000.00	98.726%	-	-	-	2,334,869.90
05/01/2043	Serial Coupon	5.125%	5.200%	1,895,000.00	1,895,000.00	99.174%	-	-	-	1,879,347.30
05/01/2044	Serial Coupon	5.125%	5.260%	1,995,000.00	1,995,000.00	98.467%	-	-	-	1,964,416.65
05/01/2045	Serial Coupon	5.250%	5.300%	2,100,000.00	2,100,000.00	99.411%	-	-	-	2,087,631.00
05/01/2046	Serial Coupon	5.250%	5.330%	2,215,000.00	2,215,000.00	99.034%	-	-	-	2,193,603.10
05/01/2047	Serial Coupon	5.250%	5.350%	2,335,000.00	2,335,000.00	98.762%	-	-	-	2,306,092.70
05/01/2048	Serial Coupon	5.250%	5.370%	2,335,000.00	2,335,000.00	98.478%	-	-	-	2,299,461.30
05/01/2049	Serial Coupon	5.250%	5.390%	2,460,000.00	2,460,000.00	98.186%	-	-	-	2,415,375.60
05/01/2050	Serial Coupon	5.250%	5.400%	2,595,000.00	2,595,000.00	98.015%	-	-	-	2,543,489.25
05/01/2051	Serial Coupon	5.375%	5.410%	2,735,000.00	2,735,000.00	99.523%	-	-	-	2,721,954.05
05/01/2052	Serial Coupon	5.375%	5.420%	2,885,000.00	2,885,000.00	99.377%	-	-	-	2,867,026.45
Total	-	-	-	\$49,350,000.00	\$49,350,000.00	-	-	-	-	\$49,697,583.95

Bid Information

Par Amount of Bonds	\$49,350,000.00
Reoffering Premium or (Discount)	347,583.95
Gross Production	\$49,697,583.95
Total Underwriter's Discount (1.000%)	\$(493,500.00)
Bid (99.704324%)	49,204,083.95
Total Purchase Price	\$49,204,083.95
Bond Year Dollars	\$741,528.33
Average Life	15.026 Years
Average Coupon	5.1421459%
Net Interest Cost (NIC)	5.1618236%
True Interest Cost (TIC)	5.1463443%

Attachment 2) Bond Schedules

City of Fargo, North Dakota
Refunding Improvement Bonds, Series 2026A

DEBT SERVICE FUND CASH FLOW ANALYSIS										
Date	Principal	Coupon	Interest	Total P+I	Capitalized Interest	Fiscal Year Net Debt Service	Projected Assessment Income (a)	Semiannual Surplus (Deficit)	Fiscal Year Surplus (Deficit)	Cumulative Fiscal Year Balance
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
11/01/2027	-		2,282,647	2,282,647	(2,282,647)	-	-	-		
5/01/2028	1,190,000.00	5.000%	1,252,672	2,442,672	-	-	3,353,621	910,949		
11/01/2028	-		1,222,922	1,222,922	-	3,665,594	372,625	(850,297)	60,652	60,652
5/01/2029	1,250,000.00	5.000%	1,222,922	2,472,922	-	-	3,353,621	880,699		
11/01/2029	-		1,191,672	1,191,672	-	3,664,594	372,625	(819,047)	61,652	122,303
5/01/2030	1,315,000.00	5.000%	1,191,672	2,506,672	-	-	3,353,621	846,949		
11/01/2030	-		1,158,797	1,158,797	-	3,665,469	372,625	(786,172)	60,777	183,080
5/01/2031	1,380,000.00	5.000%	1,158,797	2,538,797	-	-	3,353,621	814,824		
11/01/2031	-		1,124,297	1,124,297	-	3,663,094	372,625	(751,672)	63,152	246,232
5/01/2032	1,450,000.00	5.000%	1,124,297	2,574,297	-	-	3,353,621	779,324		
11/01/2032	-		1,088,047	1,088,047	-	3,662,344	372,625	(715,422)	63,902	310,133
5/01/2033	1,525,000.00	5.000%	1,088,047	2,613,047	-	-	3,353,621	740,574		
11/01/2033	-		1,049,922	1,049,922	-	3,662,969	372,625	(677,297)	63,277	373,410
5/01/2034	1,605,000.00	5.000%	1,049,922	2,654,922	-	-	3,353,621	698,699		
11/01/2034	-		1,009,797	1,009,797	-	3,664,719	372,625	(637,172)	61,527	434,937
5/01/2035	1,685,000.00	5.000%	1,009,797	2,694,797	-	-	3,353,621	658,824		
11/01/2035	-		967,672	967,672	-	3,662,469	372,625	(595,047)	63,777	498,713
5/01/2036	1,770,000.00	5.000%	967,672	2,737,672	-	-	3,353,621	615,949		
11/01/2036	-		923,422	923,422	-	3,661,094	372,625	(550,797)	65,152	563,865
5/01/2037	1,865,000.00	5.000%	923,422	2,788,422	-	-	3,353,621	565,199		
11/01/2037	-		876,797	876,797	-	3,665,219	372,625	(504,172)	61,027	624,892
5/01/2038	1,955,000.00	4.625%	876,797	2,831,797	-	-	3,353,621	521,824		
11/01/2038	-		831,588	831,588	-	3,663,384	372,625	(458,963)	62,861	687,753
5/01/2039	2,050,000.00	4.625%	831,588	2,881,588	-	-	3,353,621	472,033		
11/01/2039	-		784,181	784,181	-	3,665,769	372,625	(411,557)	60,477	748,229
5/01/2040	2,145,000.00	4.750%	784,181	2,929,181	-	-	3,353,621	424,440		
11/01/2040	-		733,238	733,238	-	3,662,419	372,625	(360,613)	63,827	812,056
5/01/2041	2,250,000.00	4.875%	733,238	2,983,238	-	-	3,353,621	370,383		
11/01/2041	-		678,394	678,394	-	3,661,631	372,625	(305,769)	64,614	876,670
5/01/2042	2,365,000.00	5.000%	678,394	3,043,394	-	-	3,353,621	310,227		
11/01/2042	-		619,269	619,269	-	3,662,663	372,625	(246,644)	63,583	940,253
5/01/2043	1,895,000.00	5.125%	619,269	2,514,269	-	-	2,832,981	318,713		
11/01/2043	-		570,709	570,709	-	3,084,978	314,776	(255,934)	62,779	1,003,032
5/01/2044	1,995,000.00	5.125%	570,709	2,565,709	-	-	2,832,981	267,272		
11/01/2044	-		519,588	519,588	-	3,085,297	314,776	(204,812)	62,460	1,065,492
5/01/2045	2,100,000.00	5.250%	519,588	2,619,588	-	-	2,832,981	213,394		
11/01/2045	-		464,463	464,463	-	3,084,050	314,776	(149,687)	63,707	1,129,199
5/01/2046	2,215,000.00	5.250%	464,463	2,679,463	-	-	2,832,981	153,519		
11/01/2046	-		406,319	406,319	-	3,085,781	314,776	(91,543)	61,976	1,191,175
5/01/2047	2,335,000.00	5.250%	406,319	2,741,319	-	-	2,832,981	91,663		
11/01/2047	-		345,025	345,025	-	3,086,344	314,776	(30,249)	61,413	1,252,589
5/01/2048	2,335,000.00	5.250%	345,025	2,680,025	-	-	2,725,005	44,980		
11/01/2048	-		283,731	283,731	-	2,963,756	302,778	19,047	64,027	1,316,615
5/01/2049	2,460,000.00	5.250%	283,731	2,743,731	-	-	2,725,005	(18,727)		
11/01/2049	-		219,156	219,156	-	2,962,888	302,778	83,622	64,895	1,381,511
5/01/2050	2,595,000.00	5.250%	219,156	2,814,156	-	-	2,725,005	(89,152)		
11/01/2050	-		151,038	151,038	-	2,965,194	302,778	151,741	62,589	1,444,100
5/01/2051	2,735,000.00	5.375%	151,038	2,886,038	-	-	2,725,005	(161,033)		
11/01/2051	-		77,534	77,534	-	2,963,572	302,778	225,244	64,211	1,508,311
5/01/2052	2,885,000.00	5.375%	77,534	2,962,534	-	-	2,725,005	(237,530)		
11/01/2052	-		-	-	-	2,962,534	302,778	302,778	65,249	1,573,560
Total	49,350,000		38,130,469	87,480,469	(2,282,647)	85,197,822	86,771,382	1,573,560	1,573,560	

Attachment 2) Bond Schedules

\$48,037,200.00

City of Fargo, North Dakota
 Refunding Improvement Bonds, Series 2026A
 Issue Summary

Assesment Revenue

Year	Principal	Assesment rate	Interest	Total Collected
2028	2,908,033.13	5.896%	818,212.29	3,726,245.42
2029	1,065,429.73	5.896%	2,660,815.68	3,726,245.41
2030	1,128,247.48	5.896%	2,597,997.94	3,726,245.42
2031	1,194,768.94	5.896%	2,531,476.46	3,726,245.40
2032	1,265,212.52	5.896%	2,461,032.88	3,726,245.40
2033	1,339,809.45	5.896%	2,386,435.98	3,726,245.43
2034	1,418,804.62	5.896%	2,307,440.80	3,726,245.42
2035	1,502,457.34	5.896%	2,223,788.10	3,726,245.44
2036	1,591,042.21	5.896%	2,135,203.18	3,726,245.39
2037	1,684,850.07	5.896%	2,041,395.34	3,726,245.41
2038	1,784,188.82	5.896%	1,942,056.58	3,726,245.40
2039	1,889,384.60	5.896%	1,836,860.82	3,726,245.42
2040	2,000,782.71	5.896%	1,725,462.70	3,726,245.41
2041	2,118,748.87	5.896%	1,607,496.54	3,726,245.41
2042	2,243,670.29	5.896%	1,482,575.10	3,726,245.39
2043	1,797,468.82	5.896%	1,350,288.32	3,147,757.14
2044	1,903,447.59	5.896%	1,244,309.56	3,147,757.15
2045	2,015,674.87	5.896%	1,132,082.30	3,147,757.17
2046	2,134,519.05	5.896%	1,013,238.10	3,147,757.15
2047	2,260,370.29	5.896%	887,386.86	3,147,757.15
2048	2,273,667.52	5.896%	754,115.42	3,027,782.94
2049	2,407,722.96	5.896%	620,059.98	3,027,782.94
2050	2,549,682.30	5.896%	478,100.64	3,027,782.94
2051	2,700,011.57	5.896%	327,771.36	3,027,782.93
2052	2,859,204.25	5.896%	168,578.68	3,027,782.93
Total	\$48,037,200.00		\$38,734,181.61	\$86,771,381.61

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$50,995,000 CITY OF FARGO, NORTH DAKOTA REFUNDING IMPROVEMENT BONDS,
SERIES 2026A, 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 \$50,995,000 IMPROVEMENT WARRANTS (SERIES 2026A) THEREON” the Issuer has authorized the issuance of the Warrants in the aggregate principal amount not to exceed \$50,995,000 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, Minneapolis, 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 Administrator, and the Assistant 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 5.95% 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 Administrator or the Assistant 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 Finance Director 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 Finance Director 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 Finance Director 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), except for the Bond Purchase Agreement (which may be executed by any of the Mayor, City Administrator or the Assistant Finance Director), such other documents and certificates shall be executed in the name and on behalf of the Issuer by the Mayor and the Finance Director, 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, 2027, 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 Finance Director 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 Finance Director and shall be executed and authenticated on behalf of the Issuer by the signatures of the Mayor and the Finance Director. 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 Finance Director, 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 Finance Director, or other officer of the City in such circumstances, including, without limitation, the City Administrator, Assistant Finance Director, Deputy Mayor and the Deputy City Auditor, as the case may be.

10: Establishment of Bond Fund. There shall be and is hereby created a special fund to be maintained by the Finance Director separate and apart from all other funds of the Issuer, to be designated as the SERIES 2026A REFUNDING IMPROVEMENT BOND FUND (herein referred to as the "Bond Fund"). To the Bond Fund shall be credited the Warrants when received

by the Finance Director, 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 Finance Director 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 Finance Director 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 Finance Director 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 Clerk & Deputy 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, Angie Bear, the duly appointed City Clerk & Deputy 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 \$50,995,000 CITY OF FARGO, NORTH DAKOTA REFUNDING IMPROVEMENT BONDS, SERIES 2026A, 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 September 28, 2026, 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 Finance Director, acting as city auditor.

Dated this _____ day of September, 2026.

City Clerk & Deputy 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 (Years)	Amounts and Payment Years
PN-26-A1	Asphalt Wear Course	3,600,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
PR-26-C1	Seal Coat	420,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
PR-26-E1	Asphalt Mill & Overlay	1,050,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
PR-26-G1	Asphalt Mill & Overlay	820,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
SR-26-A1	Sidewalk & Shared Use Path Rehab/Reconstruction	780,000.00	2027	20	Equal Principal and Interest Payments in each of the years 2028 through 2047
SR-26-B1	Sidewalk & Shared Use Path Rehab/Reconstruction	665,000.00	2027	20	Equal Principal and Interest Payments in each of the years 2028 through 2047
AN-26-A1	Alley Paving	285,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-25-C1	New Paving and Utility Construction	10,600,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-25-F1	New Paving and Utility Construction	6,350,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-26-B1	New Paving and Utility Construction	660,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-26-C1	New Paving and Utility Construction	8,250,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-A1	Paving and Utility Rehab/Reconstruction	935,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-B1	Paving and Utility Rehab/Reconstruction	840,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-C1	Paving and Utility Rehab/Reconstruction	490,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-D2	Paving and Utility Rehab/Reconstruction	230,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-E1	Paving and Utility Rehab/Reconstruction	570,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-F1	Paving and Utility Rehab/Reconstruction	1,030,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-H1	Paving and Utility Rehab/Reconstruction	4,625,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-I1	Paving and Utility Rehab/Reconstruction	1,350,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
NR-26-A1	Lift Station Rehab/Reconstruction	245,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
TN-26-A1	Traffic Signal Improvements	1,360,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
UR-26-F1	Sanitary Sewer and Storm Sewer Lining	865,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
UR-26-G1	Sanitary Sewer Lining	280,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
FP-19 – Phase 2	Southwest Regional Pond – Phase 2	1,737,200.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
		\$ 48,037,200.00			

For 15-Year Assessments filed in 2027, \$5,890,000.00 in par amount of assessments are anticipated to be collected in the years 2028 through 2042.

For 20-Year Assessments filed in 2027, \$1,445,000.00 in par amount of assessments are anticipated to be collected in the years 2028 through 2047.

For 25-Year Assessments filed in 2027, \$40,702,200.00 in par amount of assessments are anticipated to be collected in the years 2028 through 2052.

Attachment B

OFFICIAL TERMS OF OFFERING

\$49,350,000*

CITY OF FARGO, NORTH DAKOTA

REFUNDING IMPROVEMENT BONDS, SERIES 2026A

(BOOK ENTRY ONLY)

Bids for the above-referenced obligations (the "Bonds") will be received by the City of Fargo, North Dakota (the "City") on Wednesday, November 4, 2026 (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"), 225 S Sixth St, Suite 1100, Minneapolis, MN 55402, 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.

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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, 2027. 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:

2028	\$1,190,000	2033	\$1,525,000	2038	\$1,955,000	2043	\$1,895,000	2048	\$2,335,000
2029	\$1,250,000	2034	\$1,605,000	2039	\$2,050,000	2044	\$1,995,000	2049	\$2,460,000
2030	\$1,315,000	2035	\$1,685,000	2040	\$2,145,000	2045	\$2,100,000	2050	\$2,595,000
2031	\$1,380,000	2036	\$1,770,000	2041	\$2,250,000	2046	\$2,215,000	2051	\$2,735,000
2032	\$1,450,000	2037	\$1,865,000	2042	\$2,365,000	2047	\$2,335,000	2052	\$2,885,000

*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 Finance Director of the City will serve as registrar and paying agent for the Bonds.

OPTIONAL REDEMPTION

The City may elect on May 1, 2036, and on any day thereafter, to redeem Bonds due on or after May 1, 2037. 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 \$49,204,083.95 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 September 28, 2026. 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 \$493,500 (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 3, 2026, 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

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Attachment C

FORM OF BONDS SERIES 2026A BONDS

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

REFUNDING IMPROVEMENT BOND, SERIES 2026A

No. ____			\$[_____]
		DATE OF ORIGINAL ISSUE	
<u>INTEREST RATE</u>	<u>MATURITY</u>		<u>CUSIP</u>
[_____]%	May 1, 20[____]	December 3, 2026	[_____]

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, 2027 (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 Finance Director 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 2026A (the "Bonds"), in the aggregate principal amount of \$50,995,000 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, 2037 or any date thereafter are subject to optional redemption on or after May 1, 2036 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 (May 1)	Principal Amount
[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 2026A 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 Finance Director, 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

Finance Director

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

FINANCE DIRECTOR, 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 3, 2026

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 \$50,995,000 REFUNDING IMPROVEMENT BONDS, SERIES 2026A (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the governing body of the Issuer on September 28, 2026 (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 [____], 2026, 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, 2026, 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: _____
Susan Thompson
Finance Director

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 \$50,995,000 IMPROVEMENT WARRANTS
(SERIES 2026A) 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 \$50,995,000. 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 any of the Mayor, the City Administrator, and the Assistant 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 2026A (the "Bonds") in an aggregate principal amount not to exceed \$50,995,000, 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 6.70%. Any of the Mayor, City Administrator, or Assistant Finance Director 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 Finance Director 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, together with any other amounts contributed by the Issuer for the respective 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 Finance Director, 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, together with any proceeds to be applied to capitalized interest with respect to the Warrant for up to six months later than the completion date of the related Improvements. 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 Finance Director and shall be executed on behalf of the Issuer by the signature of the Mayor, countersigned by the Finance Director and sealed with the official seal of the Issuer. When executed, the warrants shall be delivered by the Finance Director 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 Finance Director, 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 Finance Director, 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 Finance Director, or other

officer of the City in such circumstances, including, without limitation, the City Administrator, Assistant Finance Director, 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 Clerk & Deputy 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 28th day of September, 2026.

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 (Years)	Amounts and Payment Years
PN-26-A1	Asphalt Wear Course	3,600,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
PR-26-C1	Seal Coat	420,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
PR-26-E1	Asphalt Mill & Overlay	1,050,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
PR-26-G1	Asphalt Mill & Overlay	820,000.00	2027	15	Equal Principal and Interest Payments in each of the years 2028 through 2042
SR-26-A1	Sidewalk & Shared Use Path Rehab/Reconstruction	780,000.00	2027	20	Equal Principal and Interest Payments in each of the years 2028 through 2047
SR-26-B1	Sidewalk & Shared Use Path Rehab/Reconstruction	665,000.00	2027	20	Equal Principal and Interest Payments in each of the years 2028 through 2047
AN-26-A1	Alley Paving	285,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-25-C1	New Paving and Utility Construction	10,600,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-25-F1	New Paving and Utility Construction	6,350,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-26-B1	New Paving and Utility Construction	660,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BN-26-C1	New Paving and Utility Construction	8,250,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-A1	Paving and Utility Rehab/Reconstruction	935,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-B1	Paving and Utility Rehab/Reconstruction	840,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-C1	Paving and Utility Rehab/Reconstruction	490,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-D2	Paving and Utility Rehab/Reconstruction	230,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-E1	Paving and Utility Rehab/Reconstruction	570,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-F1	Paving and Utility Rehab/Reconstruction	1,030,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-H1	Paving and Utility Rehab/Reconstruction	4,625,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
BR-26-I1	Paving and Utility Rehab/Reconstruction	1,350,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
NR-26-A1	Lift Station Rehab/Reconstruction	245,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
TN-26-A1	Traffic Signal Improvements	1,360,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
UR-26-F1	Sanitary Sewer and Storm Sewer Lining	865,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
UR-26-G1	Sanitary Sewer Lining	280,000.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
FP-19 – Phase 2	Southwest Regional Pond – Phase 2	1,737,200.00	2027	25	Equal Principal and Interest Payments in each of the years 2028 through 2052
		\$ 48,037,200.00			

For 15-Year Assessments filed in 2027, \$5,890,000.00 in par amount of assessments are anticipated to be collected in the years 2028 through 2042.

For 20-Year Assessments filed in 2027, \$1,445,000.00 in par amount of assessments are anticipated to be collected in the years 2028 through 2047.

For 25-Year Assessments filed in 2027, \$40,702,200.00 in par amount of assessments are anticipated to be collected in the years 2028 through 2052.

Attachment B

FORM OF WARRANT

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

IMPROVEMENT WARRANT, SERIES 2026A
IMPROVEMENT DISTRICT NO. _____

R-[]

INTEREST RATE

DATE OF ORIGINAL ISSUE

[]%

_____, 2026

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, 2027, 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 Finance Director 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 Finance Director, and sealed with its official seal.

Mayor

Countersigned:

Finance Director

(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 Finance Director 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 2026A.

Dated as of the ____ day of December, 2026.

Finance Director

CERTIFICATE

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

I, Angie Bear, the duly appointed City Clerk & Deputy 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 \$50,995,000 IMPROVEMENT WARRANTS (SERIES 2026A) THEREON adopted by the governing body of the City of Fargo at the meeting held on September 28, 2026, 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 Finance Director, acting as city auditor.

Dated this ____ day of _____, 2026.

City Clerk & Deputy City Auditor

(S E A L)

4899-1480-9296\7



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

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TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: Resolution Authorizing Call and Redemption of Refunding Improvement Bonds Series 2012A

DATE: September 28, 2026

The City of Fargo plans to issue Refunding Improvement Bonds, Series 2026A, on November 4, 2026. In preparation for the bond issuance and in coordination with the City's municipal advisor and bond counsel, the City has identified the outstanding 2027 through 2029 maturities of the Refunding Improvement Bonds, Series 2012A, for early redemption.

The Series 2012A Bonds became callable for redemption and prepayment on May 1, 2021. The proposed resolution authorizes the call and redemption of the 2027 through 2029 maturities on November 1, 2026, at a redemption price of par plus accrued interest to the date of redemption. Funding for the early redemption will be provided from accumulated cash within the applicable special assessment district and related debt service fund.

A copy of the resolution authorizing the call and redemption, along with the Notice of Redemption for the 2027 through 2029 maturities, is attached for your review and approval.

Suggested Motion:

Approve the Resolution Authorizing the Call and Redemption of the 2027 through 2029 maturities of the Refunding Improvement Bonds, Series 2012A, on November 1, 2026.

RESOLUTION AUTHORIZING THE REDEMPTION OF
REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2012A

WHEREAS, the City of Fargo, Cass County, North Dakota (the “City”), has outstanding its Refunding Improvement Refunding Bonds, Series 2012A, dated April 26, 2012 (the “Series 2012A Bonds”), which Series 2012A Bonds became callable for redemption and prepayment on May 1, 2021;

WHEREAS, the City Commission (the “Commission”) has determined it is necessary and desirable to call the outstanding maturities of the Series 2012A Bonds for redemption and prepayment on November 1, 2026 (the “Redemption Date”);

NOW, THEREFORE, BE IT RESOLVED by the Commission of the City, the 2027 through 2029 maturities of the Series 2012A Bonds are hereby called for redemption and prepayment on the Redemption Date or on such other date as the City, in consultation with Baker Tilly Municipal Advisors, LLC, in St. Paul, Minnesota (“Baker Tilly”), determines is necessary and appropriate. The 2012A Bonds shall be redeemed at the price of par plus accrued interest to the date of redemption.

The City hereby directs the Finance Director, as acting city auditor, to work with Baker Tilly to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the “Notice”), to be provided at the times, to the parties and in the manner set forth on the Notice.

Mayor

Attest:

Finance Director

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, Angie Bear, the duly appointed City Clerk & Deputy 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 REDEMPTION OF REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2012A adopted by the governing body of the City of Fargo at the meeting held on September 28, 2026, 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 Finance Director, acting as city auditor.

Dated this _____ day of September, 2026.

City Clerk & Deputy City Auditor

(S E A L)

EXHIBIT A

NOTICE OF REDEMPTION

Note: Notices can be emailed to:
 [voluntaryreorgannouncements@dtcc.com]; or
 [mandatoryreorgannouncements@dtcc.com]

The Depository Trust Company
 Attn: Redemption Department
 570 Washington Boulevard
 Jersey City, NJ 07310

RE: NOTICE OF CALL FOR REDEMPTION

\$34,180,000 REFUNDING IMPROVEMENT BONDS, SERIES 2012A
 DATED: APRIL 26, 2012
 CITY OF FARGO, NORTH DAKOTA

Dear Sir or Madam:

NOTICE IS HEREBY GIVEN That by order of the City Commission of the City of Fargo, North Dakota, all Bonds of the above issue which mature on May 1 in the following years and amounts:

<u>Year</u> <u>(May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP®</u>
2027*	\$ 1,250,000	3.00%	30747M X43
2028*	1,285,000	3.25	30747M X50
2029*	1,285,000	3.25	30747M X68

*Indicates full call.

are called for redemption and prepayment on November 1, 2026. The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Registered Owners of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of the Bond Registrar, the City of Fargo Auditor, City of Fargo, 225 4th Street North, Fargo, North Dakota 58102, on or before November 1, 2026.

The City will deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before November 1, 2026.

Such Bonds will cease to bear interest on November 1, 2026.

Dated: _____, 20__.

BY ORDER OF THE CITY COMMISSION
 OF THE CITY OF FARGO, NORTH DAKOTA,

ON BEHALF OF THE FINANCE DIRECTOR,
 as Bond Registrar

4903-9210-9264\3

®Registered Trademark 2015, American Bankers Association. The Registrar shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Redemption or on any Bond. They are included solely for convenience of the Holders.



City of Fargo Staff Report			
Title:	Schultz and Williams Second Addition	Date:	7/28/2026 9/24/2026
Location:	3314 15th Street South; 3315, 3323, 3329, 3331, and 3343 South University Drive	Staff Contact:	Donald Kress, Planning Coordinator
Legal Description:	Lots 8-10, Block 1, Schultz and Williams Addition to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Cork Partners; Judy I. Williams Marital Trust B; Glenn T. and Jane A. Williams; Glenn T. and Jane A. Williams Revocable Living Trust / Moore Engineering	Engineer:	Moore Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 8-10, Block 1, Schultz and Williams Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: September 28 th , 2026		

Existing	Proposed
Land Use: Commercial	Land Use: No change
Zoning: GC, General Commercial	Zoning: No change
Uses Allowed: Colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and some telecommunication facilities	Uses Allowed: Unchanged
Maximum Lot Coverage Allowed: Maximum 85% building coverage.	Maximum Lot Coverage Allowed: Unchanged

Proposal:
The applicant requests one entitlement: 1. A minor subdivision, entitled Schultz and Williams Second Addition, which is a replat of Lots 8-10, Block 1, Schultz and Williams Addition, to the City of Fargo, Cass County, North Dakota., This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report Surrounding Land Uses and Zoning Districts: • North: GC and GC with a conditional use permit; commercial, manufacturing, and community service uses

- East: LC, Limited Commercial with office; MR-3, Multi-Dwelling Residential with residential and retirement home uses
- South: GC with retail, commercial, and auto service uses
- West: GC and GC with a conditional use permit; contractor and medical research uses

Area Plans:

The Fargo Growth Plan 2024 designates the place type of the subject property as "Mixed Commercial, Office, and Residential." The existing GC, General Commercial zoning is consistent with this place type.

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Eagles Elementary, Discovery Middle, and Davies High schools.

Neighborhood: The subject property is in the Southpointe neighborhood.

Parks: Lemke Park (1000 32nd Avenue South), approximately 0.23 mile northeast of the subject property, provides amenities of outdoor skating and hockey rink, a warming house, picnic tables, and indoor shelter space available for rent in the summer, a playground and recreational trails, and is a project of the Urban Woods and Prairie Initiative

Pedestrian / Bicycle: There is a shared use path on the east side of University Drive South. However, there is no marked crosswalk of University Drive near the subject property.

Bus Route: MATbus Route 14 runs along 32nd Avenue South. The nearest stop is approximately 0.13 mile north of the west side of the subject property.

Staff Analysis:
PROPERTY HISTORY

The existing buildings were built between approximately 1963 and 1976. The Schultz and Williams Addition was platted in 1977; the plat was recorded on August 10th of that year. The subdivision was platted around the existing buildings. On August 29th, 1977, the property was rezoned from A, Agricultural to C-2, General Commercial. These were zoning designations under the 1965 zoning ordinance. Side and rear yard setbacks were not required for commercial buildings that did not include residential units in that ordinance (*1965 Fargo Municipal Code Secs. 20-0310.C. and D and 20-0308.C and D.*) The C-2 zone became the GC, General Commercial zone under the 1998 Land Development Code.

SUBDIVISION

The proposed subdivision replats Lots 8 through 10, Block 1, Schultz and Williams Addition to revise the existing three-platted-lot configuration into a four-platted-lot configuration, for the convenience of the property owners. The overall exterior boundary of the lots will not change.

The proposed lots relate to the existing lots as shown in the chart below.

PROPOSED LOT	PORTIONS OF EXISTING LOTS
1	8, 9,
2	8
3	9
4	9, 10

The north-south lot line between Lots 2 and 3 approximately "splits the difference" of the space between the existing buildings at 3331 15th Street South and 3323/3329 University Drive South.

The east-west lot line between Lot 4 and Lots 2 and 3 relocates the existing lot line so it is not running through the building at 3343 University Drive South.

Staff has determined that no amenities plan or developer agreement is required for this subdivision.

FINDINGS

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.**

This subdivision is intended to replat three existing lots into a four-lot configuration. The Fargo Growth Plan 2024 designates the place type of the subject property as "Mixed Commercial, Office, and Residential." The existing GC, General Commercial zoning and the current land uses are consistent with this place type. 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, staff has received and responded to two inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

(Criteria Satisfied)

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 principals. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of **Schultz and Williams Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: August 4th, 2026

At the August 4th, 2026 Planning Commission, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission the proposed plat of **Schultz and Williams Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code.

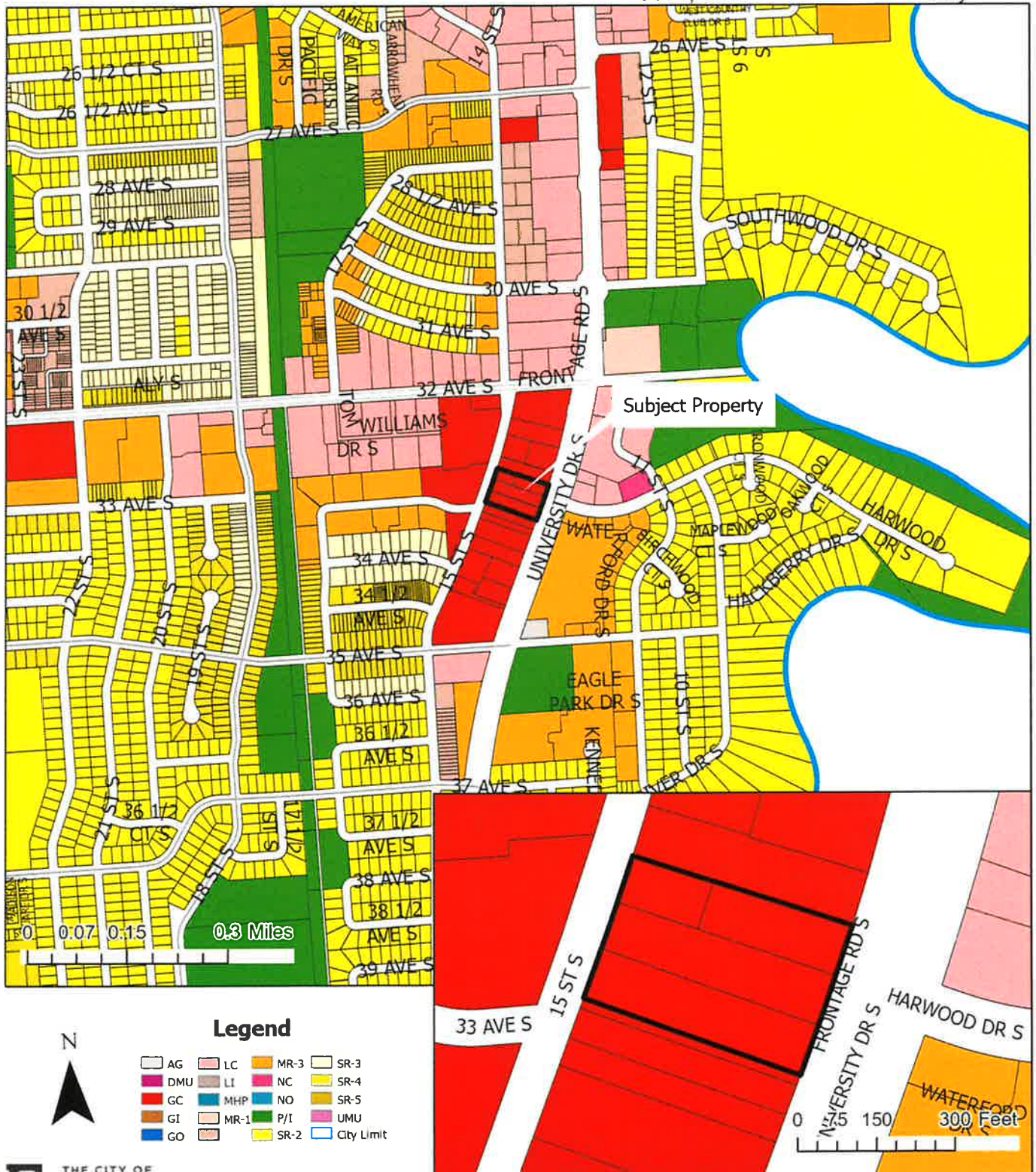
Attachments:

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

Minor Subdivision

Schultz and Williams Second Addition

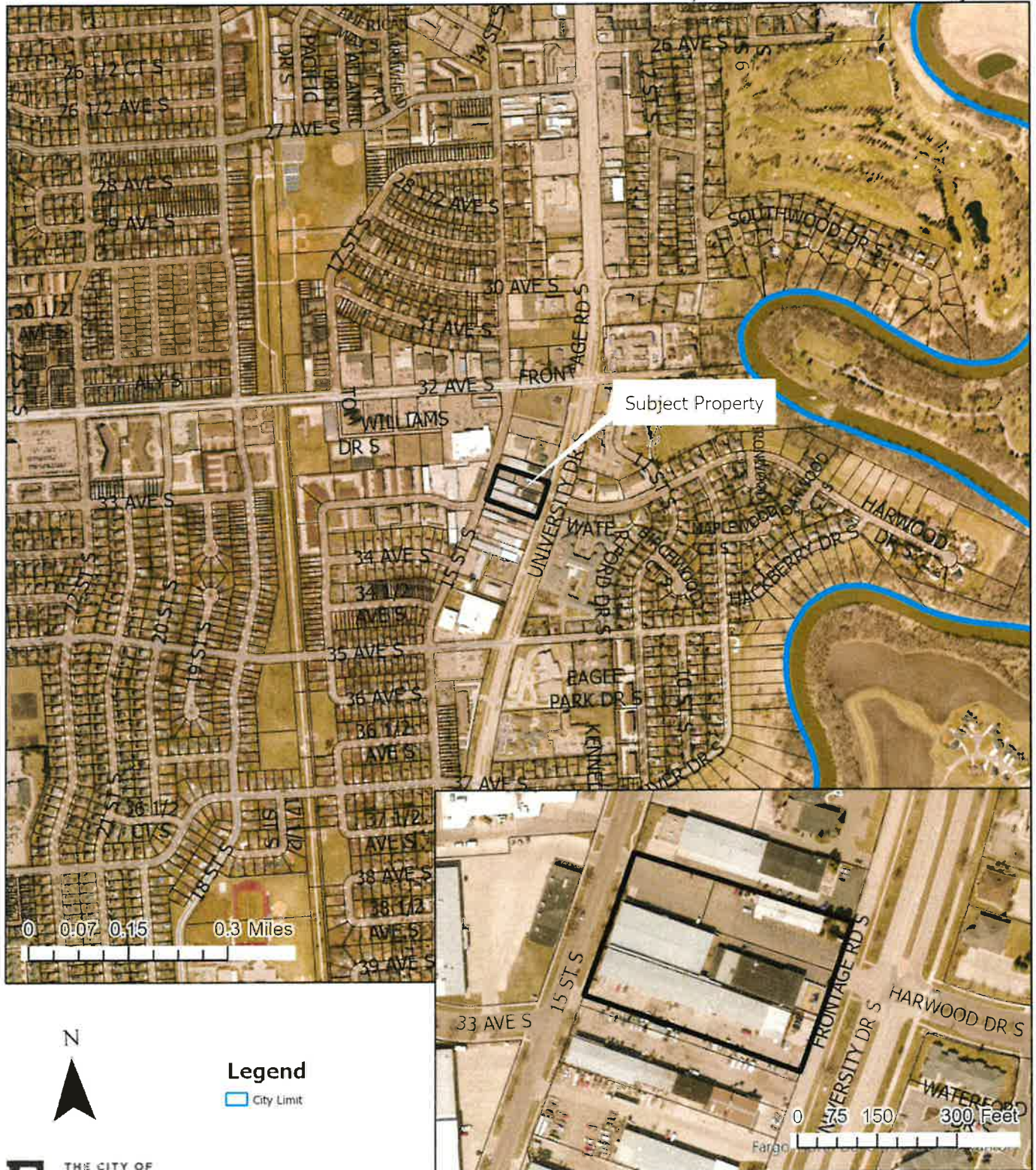
3314 15th Street South, 3315, 3323, 3329, 3331, and 3343 South University Drive



Minor Subdivision

Schultz and Williams Second Addition

3314 15th Street South, 3315, 3323, 3329,
3331, and 3343 South University Drive





TRANSIT OFFICE

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

September 22, 2026

City of Fargo Commission
City of Fargo
225 4th St. N.
Fargo, ND 58102

24

SUBJECT:

Concordia College U-Pass Contract Approval

BACKGROUND:

MATBUS and local higher education institutions have worked together to encourage student usage of the public transit system through the "U-Pass" unlimited ride program.

Concordia College has indicated that they would like to continue the U-Pass Program another year. Continued participation in the U-Pass program by institutions of higher learning provides a comprehensive transportation package to students, assisting with parking congestion and transportation financial issues. The U-Pass program has been a successful partnership over time. It guarantees farebox revenue for the City's transit system, while making transit usage simple and convenient for the participating colleges.

FINANCIAL CONSIDERATIONS:

U-Pass fees are calculated as total Transit Department fixed route operational costs divided by total fixed route ridership (excluding NDSU circulators) equals the average cost per passenger. This cost per passenger is multiplied by the number of full-time, on-campus students at the participating college to determine the total U-Pass fee.

Fixed Route Expenses	
Fargo	\$ 6,826,791.85
Moorhead/Dilworth	\$ 4,170,003.76
West Fargo	\$ 317,774.97
Total	\$ 11,314,570.58
Fixed Route Ridership (Excluding NDSU Circulators)	1,020,514
Cost Per Passenger	\$ 11.09
2025 Full-Time On-Campus Students	1,850
Total	\$ 20,511.19
Payment Each Semester	\$ 10,255.59

RECOMMENDATION:

Approve the appropriate City of Fargo officials to execute the attached U-Pass agreement.

Submitted By:

Cole Swingen – Assistant Transit Director

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of September, 2026, by and between the City of Fargo, a North Dakota municipal corporation ("City"), and Concordia College ("Concordia").

WHEREAS, the parties desire to increase transit system participation by students, faculty and staff so as to reduce vehicle congestion in the college area,

NOW, THEREFORE, it is agreed between the parties as follows:

1. DUTIES

a. THE CITY'S DUTIES.

All enrolled Concordia students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge. This service is referred to as the "U-Pass Program", or simply as "U-Pass." To be eligible for participation, students must swipe a current Concordia College ID ("Cobber ID Card") at the time of boarding.

In addition, the City will work with Concordia shortly after the 30th class day of each semester to ensure that only currently enrolled students are being allowed free bus access and students no longer enrolled are being blocked from free bus access.

b. CONCORDIA'S DUTIES.

Concordia shall work with the City shortly after the 30th class day of each semester to ensure that only currently enrolled students are being allowed free bus access and students no longer enrolled are being blocked from free bus access.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the City pursuant to this Agreement will be paid by Concordia as follows:

Upon receiving invoices, Concordia College will pay the City of Fargo ten thousand two hundred fifty-five dollars and fifty nine cents (\$10,255.59) on November 1, 2026, ten thousand two hundred fifty-five dollars and fifty-nine cents (\$10,255.59) on March 1, 2027.

3. CONDITIONS OF PAYMENT. All services provided by the City pursuant to this Agreement must be performed in accordance with reasonable standards expected of a transit provider. Concordia's Authorized Representative may review and reasonably determine whether the services meet such standard. If Concordia determines that any portion of the services does not meet the requirements, the City shall be given a reasonable opportunity to correct or complete the services before any payment may be withheld.

4. TERMS OF AGREEMENT. This Agreement will be effective August 24, 2026, or upon the date that the final required signature is obtained by the City, whichever occurs earlier, and will remain

in effect until August 23, 2027, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION**. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. **AUTHORIZED REPRESENTATIVES**.

- a. The City's Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Jordan Smith, Transit Director
Address: Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102
Telephone: 701-476-5940
E-Mail: jmsmith@fargond.gov
Fax: 701-241-8150

- b. Concordia's Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Chad Lystad, Assistant Dean/Director of Student Engagement
Address: 901 8th Street S., Moorhead, MN 56562
Telephone: 218-299-4516
E-Mail: clystad@cord.edu

Each Authorized Representative will have final authority for acceptance of services of the other party and will have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. **ASSIGNMENT**. Neither party may assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. **AMENDMENTS**. Any amendments to this Agreement must be in writing, and must be executed by the same parties who executed the original agreement, or their successors in office.
9. **LIABILITY**. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof.
10. **PUBLICITY**. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors must not be released prior to approval by the other party's authorized representative.
11. **FERPA**. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

12. OTHER PROVISIONS.

NONE

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Concordia College

City of Fargo



Chad Lystad, Assistant Dean of Students
Director of Student Engagement

Joshua A. Boschee, Mayor

Date: _____

9/22/26

Date: _____

Attest:

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