

FARGO CITY COMMISSION AGENDA
Monday, December 8, 2025 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:30 p.m. and retire into Executive Session in the Red River Room for the purposes of discussing negotiating strategy and/or providing negotiating instructions to its attorney or other negotiator regarding contractual negotiations and/or reasonably predictable litigation regarding annexation with the City of Harwood, Applied Digital Corporation and/or Fercho Properties, LLP; and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity and regarding reasonable predictable and/or threatened litigation relating to annexation with the City of Harwood, Applied Digital Corporation and/or Fercho Properties, LLP. Discussing these items in an open meeting would have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code § 44-04-19.1, subsections 2, 5 and 9, and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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, November 24, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 16-0201, 16-0204, 16-0206, 16-0213, 16-0214 and 16-0216 and Repealing Section 16-0205 of Article 16-02 of Chapter 16 of the Fargo Municipal Code Relating to Waterworks System; 1st reading 11/24/25.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code Relating to Plumbing Code; 1st reading 11/24/25.
- 3. Findings of Fact, Conclusions and Order, and Notice of Entry of Order of the Board of City Commissioners of the City of Fargo for property located at 1544 3rd Avenue South.
- 4. Resolution Establishing Water Meter Charge for Failure to Replace Meter and Opt Out Charge.

5. Applications for Games of Chance.
6. Amended Consulting Agreement with Bloomberg Consulting LLC.
7. Receive and file the fully executed Lease Agreement with Bullinger Enterprises, L.L.L.P. and City of Fargo - Resources and Recovery Center, and Fiscal Sponsorship and Administrative Fee Agreements with FM Area Foundation.
8. Agreement with Catalis Tax & CAMA, Inc. for the replacement of the Computer Assisted Mass Appraisal System (RFP25088).
9. Bid award to Q3 Contracting, Inc. in the amount of \$234,808.72 for Project No. BR-27-E4.
10. Bid advertisement for Project No. FM-15-J.
11. Final Balancing Change Order No. 7 in the amount of \$0.00 for Project No. NR-23-A2.
12. Negative Final Balancing Change Order No. 1 in the amount of -\$8,641.80 for Project No. PR-25-B1.
13. Bridge Cost-Share Agreement with the City of Moorhead for Project No. QR-25-B0.
14. Negative Final Balancing Change Order No. 3 in the amount of -\$32,731.00 for Project No. SR-25-B1.
15. Change Order No. 1 in the amount of \$34,950.00 for Project No. TM-25-B1.
16. Change Order No. 2 in the amount of \$46,657.00 and a time extension to the substantial and final completion dates to 11/21/25 and 12/10/25 for Project No. UR-24-C1.
17. Negative Final Balancing Change Order No. 7 in the amount of -\$194,304.38 for Improvement District No. BN-23-F1.
18. Change Order No. 3 in the amount of \$15,625.38 for Improvement District No. BN-25-C1.
19. Negative Final Balancing Change Order No. 7 in the amount of -\$21,859.66 for Improvement District No. BR-25-E1.
20. Change Order No. 1 in the amount of \$30,195.48 and time extension to substantial and final completion dates to 10/24/25 and 5/15/26 for Improvement District No. BR-25-H1.
21. Final Balancing Change Order No. 2 in the amount of \$72,846.74 for Improvement District No. PN-25-A1.
22. Final Balancing Change Order No. 2 in the amount of \$57,808.58 for Improvement District No. PR-25-E1.
23. Negative Final Balancing Change Order No. 2 in the amount of -\$50,212.31 for Improvement District No. PR-25-H1.
24. Direct the City Attorney to work with Engineering on possible updates to the Municipal Code Related to Event Permitting.
25. Contract and bond for Improvement District No. BN-25-F1.

26. Items from the FAHR Meeting:
 - a. Receive and file Sales Tax Update.
 - b. Budget amendment for emergency sanitary sewer line repair at the FARGODOME.
 - c. Fargo Moorhead Convention and Visitors Bureau 2026 budget.
27. Resolution approving Plat of Veterans Industrial Park Second Addition.
28. Lease Agreement between the City of Fargo and the Office of the Adjutant General for the Fargo Regional Law Enforcement Training Center.
29. Bid award to Code 4 Services as the primary vendor with Guardian Fleet Safety as the emergency vendor for Emergency Vehicle Squad Set-ups (RFP25293).
30. Negative Final Balancing Change Order No. 4 in the amount of -\$256,733.51 for Project No. SW 23-04.
31. Amendment No. 4 to Agreement between City of Fargo and First Transit, Inc. (a/k/a Transdev U.S.).
32. Task Order No. 25-03 with Houston Engineering, Inc in the amount of \$121,846.00 for Project No. WA2403.
33. Resolution Prescribing Rates and Charges for Hauled Liquid Waste.
34. Amendment No. 1 to Task Order No. 14 with AE2S, LLC in the amount of \$35,500.00 for Improvement District No. BN-25-F1.
35. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

36. **PUBLIC HEARING** – 45th Street Park Second Addition and 45th Street Park Sixth Addition (200, 300, 330 and 400 45th Street South, and 4414 and 4428 2nd Avenue South); approval recommended by the Planning Commission on 9/4/25:
 - a. Zoning Change from LI, Limited Industrial with a C-O, Conditional Overlay and GC, General Commercial to GC, General Commercial with a PUD, Planned United Development Overlay.
 - b. PUD, Planned Unit Development Master Land Use Plan.
 - c. 1st reading of rezoning Ordinance (45th Street Park Second Addition).
 - d. 1st reading of rezoning Ordinance (45th Street Park Sixth Addition).
 - c. Plat of 45th Street Park Sixth Addition.
37. **PUBLIC HEARING** – Plat of Borg Addition (2502 7th Avenue North); approval recommended by the Planning Commission on 10/7/25.
38. **PUBLIC HEARING** – Annexation of 303.23 acres, more or less located in the West Half of Section 3, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota; continued from 11/10/25 and 11/24/25 Regular Meetings.
39. **PUBLIC HEARING** – Annexation of 256.87 acres, more or less East Half of Section 3, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, less those parcels lying within said East Half legally described in those instruments

recorded at the Office of the Recorder, Cass County, North Dakota; continued from the 11/10/25 and 11/24/25 Regular Meetings.

40. **PUBLIC HEARING – CONTINUE to 12/22/25** – Annexation of 236.16 acres, more or less in the Southeast Quarter and the East One-Half of the Southwest Quarter of Section 35, Township 141 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota; continued from the 11/10/25 and 11/24/25 Regular Meetings.
41. Construction Update.
42. Recommendation to approve the City of Fargo Total Compensation Philosophy and Strategy.
43. Discussion regarding Resident Comment Policy.
44. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Luke and Madison Morman (5 years).
 - b. Benjamin and Rachael Kohlhaas (5 years).
45. Liaison Commissioner Assignment Updates.
46. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

①

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

16-0201. - Water meters required.

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

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

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

8 Section 2. Amendment.

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

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

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

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

Section 3. Amendment.

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

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

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

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

Section 4. Amendment.

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

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

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

Section 5. Amendment.

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

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

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

Section 6. Amendment.

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

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hereby amended to read as follows:

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

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

Section 7. Amendment.

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

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

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

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Section 8. Penalty.

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

Section 9. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

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

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

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

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

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

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

Section 1. Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Penalty.

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

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ORDINANCE NO. _____

Section 3. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

COMMISSIONER _____ introduced the following resolution and moved its adoption:

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

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

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

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

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

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

Dated this ____ day of _____, 2025.

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

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

Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

(3)

December 4, 2025

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

RE: Dangerous Building located at 1544 3rd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are the proposed Findings of Fact and Conclusions and Order regarding the dangerous building proceeding for the property at 1544 3rd Avenue South. At its November 24, 2025 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact and Conclusions and Order.

Suggested Motion: I move to approve the Findings of Fact and Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

FINDINGS OF FACT, CONCLUSIONS AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1544 3rd Avenue South, Fargo, North Dakota

Property Owner: Daniel Wahl

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of November, 2025 regarding the property located at 1544 3rd Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Property Owner Daniel Wahl along with Randy Wagner of Van Raden Properties additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Daniel Wahl, and Randy Wagner, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Daniel Wahl (hereinafter “Property Owner”) is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition to the city of Fargo

Street address: 1544 3rd Avenue South, Fargo, North Dakota, 58103

(hereinafter “Subject Property”).

2. That Property Owner obtained several permits from the Inspection Department in connection with Subject Property. After the city of Fargo issued the initial Notice of Dangerous Building on July 18, 2024, Property Owner secured a permit on July 29, 2024 (Permit 2407-1558-REN) to conduct interior demolition of fire-damaged areas. On April 2, 2025, Property Owner obtained a second permit (Permit 2504-0049-REN) to repair the fire damage with truss engineering.

An inspection conducted on September 29, 2025, confirmed that no substantial work had been completed under this permit, and the permit subsequently expired on October 28, 2025.

3. That on March 13, 2025, Laura Langdahl, Code Enforcement Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a two-story, wood-framed house structure, to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and dangerous in the following respects: (a) extensive damage from interior fire on the exterior of both the upper and main levels; (b) numerous broken windows (boarded up); (c) unsecured doors; (d) siding shows signs of fire damage and is completely missing in other areas; and (e) outstanding junk and garbage violations with possible vermin harborage.

5. That the following conditions exist concerning Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before March 13, 2025, concerning Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted to the building on Subject Property on or about March 18, 2025, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the building located at 1544 3rd Avenue South, Fargo, North Dakota 58103, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owner or anyone else claiming to have an ownership interest in said building has failed to do so.

IT IS HEREBY ORDERED that Property Owner Daniel Wahl, or anyone else claiming an ownership interest, shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the “dangerous building” and remove all junk and building debris located at 1544 3rd Avenue South, Fargo, North Dakota by January 23, 2026.

It is further ordered that if the Property Owner fails to complete all necessary repairs or demolish said “dangerous building,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of December, 2025.

BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota Municipal Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear, Deputy City Auditor

NOTICE OF ENTRY OF ORDER

TO: DANIEL WAHL AND ALL OTHER PERSONS HAVING INTEREST IN THIS
PROPERTY

RE: PROPERTY AT 1544 3rd AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on Subject Property may be demolished by the city of Fargo at any time on or after January 23, 2026.

DATED this _____ day of December, 2025.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal
Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear, Deputy City Auditor

**OFFICE OF THE
CITY ATTORNEY****CITY ATTORNEY**
Nancy J. Morris**SERKLAND LAW FIRM**

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

④

December 4, 2025

ASSISTANT CITY ATTORNEYS

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

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

RE: Resolution-Establishing charges for refusal to replace water service meter and opt out of radio transmission

Dear Mayor and Commissioners,

In conjunction with the adoption of amendments to Fargo Municipal Code §§ 16-0201, et seq., a draft Resolution was presented for your consideration on November 10, 2025. The second reading and adoption of the revised ordinances is on the agenda on December 8, 2025. As such, the final Resolution Establishing Water Meter Charge for Failure to Replace Meter and Opt Out Charge is presented for your approval at this time. The purpose of the Resolution is to establish the charges that water service customers will receive if they either fail to replace the meter preferred by the city of Fargo by either simply failing to respond to multiple attempts to schedule the water meter replacement, or alternatively, affirmatively opt out of the replacement of the water meter. The charge for the opt out is to account for the additional costs incurred by the City to accommodate the water service customer's request to continue to use the old meter, including the need to continue to employ a water meter reader.

Suggested Motion: I move to approve the Resolution Establishing Water Meter Charge for Failure to Replace Meter and Opt Out Charge, as presented.

Please contact Ben Dow if you have any questions or concerns regarding the attached Resolution. The intention is to begin adding this charge to water user accounts after a final notice to install is mailed to customers in the first quarter of 2026.

Regards,

Nancy J. Morris

NJM/lmw

COMMISSIONER _____ introduced the following resolution and moved its adoption:

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

WHEREAS, on December 8, 2025, the city of Fargo adopted an ordinance establishing a monthly charge for water service customers that fail to replace the water meter by which the customer receives water service; and

WHEREAS, on December 8, 2025, the city of Fargo adopted an ordinance establishing a monthly charge for water service customers that opt out of activation of the radio transmitted meter component of the water service meter.

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

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

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

Dated this ____ day of _____, 2025.

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear, Deputy City Auditor

5

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: December 8, 2025

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



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

| | |
|--|---|
| Applying for (check one) | |
| <input checked="" type="checkbox"/> Local Permit | <input type="checkbox"/> Restricted Event Permit* |
| Games to be conducted | |
| <input type="checkbox"/> Bingo | <input checked="" type="checkbox"/> Raffle |
| <input type="checkbox"/> Raffle Board | <input type="checkbox"/> Calendar Raffle |
| <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* |
| <input type="checkbox"/> Twenty-One* | <input type="checkbox"/> Paddlewheels* |

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

ORGANIZATION INFO

| | | | |
|---|-----------------------------|---|--------------------------|
| Name of Organization or Group Whitetails Unlimited, Inc | | Dates of Activity (Does not include dates for the sales of tickets) 2/14/2026 | |
| Organization or Group Contact Person James Nordlof | | E-mail jnordlof@whitetailsunlimited.com | |
| Telephone Number 218-434-0399 | | | |
| Business Address 2100 Michigan Street | City Sturgeon Bay | State WI | ZIP Code 54235 |
| Mailing Address (if different) PO Box 720 | City Sturgeon Bay | State WI | ZIP Code 54235 |

SITE INFO

| | | | |
|--|----------------------|-----------------------|--------------------------|
| Site Name Avalon Events Center | | County Cass | |
| Site Physical Address 2525 9th Avenue S | City Fargo | State ND | ZIP Code 58103 |
| Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - Saturday February 14, 2026 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|--------------------------|-----------------------------|
| Raffle | Door Prizes See Attached | 17100 |
| Raffle | National PKg | 5298 |
| Raffle | SAMP Merch | 152291 |
| Total (limit \$50,000 per year) | | \$ 23,920.91 |

ADDITIONAL REQUIRED INFORMATION

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

| | | |
|--|---|---|
| Printed Name of Organization Group's Permit Organizer James Nordlof | Telephone Number 218-434-0399 | E-mail Address jnordlof@whitetailsunlimited.com |
| Signature of Organization Group's Permit Organizer <i>[Signature]</i> 12/3/25 | Title Field Director | Date 12/3/2025 |



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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group

NDSU Men's Lacrosse Club

Dates of Activity (Does not include dates for the sales of tickets)

3-21-26

Organization or Group Contact Person

Joshua Leiran

E-mail

josh.leiran@gmail.com

Telephone Number

651.900.9229

Business Address

PO Box 6650 Dept 2837

City

Fargo

State

ND

ZIP Code

58108

Mailing Address (if different)

1114 14th N

City

Fargo

State

ND

ZIP Code

58102

SITE INFO

Site Name

Memorial Union

County

Cass

Site Physical Address

1401 Administration Ave.

City

Fargo

State

ND

ZIP Code

58108

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

once Raffle 3/21/2026

PRIZE / AWARD INFO of more than THREE prizes (Ex. Cash, Food, etc.)

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---|-----------------------------|
| Raffle | 3 night 2 day fully guided fishing trip, Boat, Resort | \$4,000 |
| Raffle | Scheels Gift card | \$250 |
| Raffle | Scheels Gift card | \$100 |
| Total (limit \$40,000 per year) | | \$4,350 |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

NDSU club lacrosse team expenses (travel, equipment, food, tournament fees)

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-328-9240)

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer

Joshua Leiran

Telephone Number

651.900.9229

E-mail Address

josh.leiran@gmail.com

Signature of Organization Group's Permit Organizer

Joshua Leiran

Title

Treasurer

Date

12/3/25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

✓

| | | | | | | | |
|--|---|---------------------------------------|---|--------------------------------------|---------------------------------|--------------------------------------|--|
| Applying for (check one) | | | | | | | |
| <input checked="" type="checkbox"/> Local Permit | <input type="checkbox"/> Restricted Event Permit* | | | | | | |
| Games to be conducted | | | | | | | |
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Raffle | <input type="checkbox"/> Raffle Board | <input checked="" type="checkbox"/> Calendar Raffle | <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* | <input type="checkbox"/> Twenty-One* | <input type="checkbox"/> Paddlewheels* |

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

ORGANIZATION INFO

| | | | |
|---------------------------------------|---------------------------|---|----------|
| Name of Organization or Group | | Dates of Activity (Does not include dates for the sales of tickets) | |
| VIETNAM VETERANS OF AMERICA CHAP #941 | | FEB 1 - FEB 28 | |
| Organization or Group Contact Person | E-mail | Telephone Number | |
| LARRY NICHOLSON | larry.nicholson@gmail.com | 701-412-7992 | |
| Business Address | City | State | ZIP Code |
| P.O. Box 7327 | FARGO | ND | 58106 |
| Mailing Address (if different) | City | State | ZIP Code |
| | | | |

SITE INFO

| | |
|---|----------|
| Site Name | County |
| RAMADA INN | CASS |
| Site Physical Address | State |
| 3333 13 th AVE S. | ND |
| City | ZIP Code |
| FARGO | 58103 |
| Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) | |
| CALENDAR RAFFLE 2/2, 2/3, 2/4, 2/5, 2/6, 2/7, 2/9, 2/10, 2/11, 2/12, 2/13, 2/14, 2/16, 2/17, 2/18, 2/19, 2/20, 2/21, 2/23, 2/24, 2/25, 2/26, 2/27, 2/28 | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|---------------------------------|-------------------------------------|-----------------------------|
| CALENDAR RAFFLE | DRAWING EVERY MON-FRI = \$0 per day | 1000.00 |
| | DRAWING EVERY SAT = \$700 per day | 400.00 |
| Total (limit \$50,000 per year) | | \$ 4,000.00 |

ADDITIONAL REQUIRED INFORMATION

| | |
|--|--|
| Intended Uses of Gaming Proceeds | |
| DONATIONS TO: ND/MN HONOR-FLIGHTS, LISBON VET HOME, FARGO AIR MUSEUM, FARGO NAT'L CEMETERIES | |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) | |
| <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$4000.00 (This amount is part of the total prize limit for \$50,000 per fiscal year) | |
| Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| | | |
|---|--------------------|---------------------|
| Printed Name of Organization Group's Permit Organizer | Telephone Number | E-mail Address |
| KEVIN DRUMS | 480-215-9780 | kev.drums@gmail.com |
| Signature of Organization Group's Permit Organizer | Title | Date |
| [Signature] | RAFFLE COORDINATOR | 12/2/2025 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

| | |
|--|--|
| <input checked="" type="checkbox"/> Local Permit | <input type="checkbox"/> Restricted Event Permit* |
| Games to be conducted | <input type="checkbox"/> Raffle by a Political or Legislative District Party |
| <input type="checkbox"/> Bingo | <input checked="" type="checkbox"/> Raffle |
| <input type="checkbox"/> Raffle Board | <input type="checkbox"/> Calendar Raffle |
| <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* |
| <input type="checkbox"/> Twenty-One* | <input type="checkbox"/> Paddlewheels* |

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

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

ORGANIZATION INFO

| | | | |
|---|------------------------------------|--|--------------------------|
| Name of Organization or Group El Zagal Shrine Arab Patrol | | Dates of Activity (Does not include dates for the sales of tickets) March 20, 2026 | |
| Organization or Group Contact Person Ray Johnson | E-mail rbj4218@gmail.com | Telephone Number 7012384218 | |
| Business Address 1429 3 Street North | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|--|----------------------|-----------------------|--------------------------|
| Site Name El Zagal Shrine | | County Cass | |
| Site Physical Address 1429 3 Street North | City Fargo | State ND | ZIP Code 58102 |
| Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - March 20, 2026 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|----------------------|-----------------------------|
| Raffle | gift card | \$500 |
| Raffle | gift card | \$250 |
| Raffle | gift card | \$100 |
| Total (limit \$50,000 per year) | | \$ 850 |

ADDITIONAL REQUIRED INFORMATION

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

| | | |
|---|--|--|
| Printed Name of Organization Group's Permit Organizer Ray Johnson | Telephone Number 7012384218 | E-mail Address rbj4218@gmail.com |
| Signature of Organization Group's Permit Organizer | Title event committee member | Date December 2, 2026 |



December 4, 2025

Honorable Board of
City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

Re: Consulting Agreement

Dear Commissioners:

On October 13, 2025 the City Commission approved a no cost consulting agreement with Bloomberg Consulting LLC. After this meeting, there were a few minor edits reviewed by the City's legal team. Attached please find an amended no cost consulting agreement with Bloomberg Consulting LLC to assist with the relocation of the Engagement Center.

Recommended Motion:

Approve Amended Consulting Agreement with Bloomberg Consulting LLC.

Respectfully Submitted,

Brenda Derrig, PE
Assistant City Administrator

EXECUTION VERSION

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement"), dated as of November 24, 2025 (the "Effective Date"), is made by and between Bloomberg Consulting LLC, a Delaware limited liability company (the "Company"), and the City of Fargo, a North Dakota municipal corporation (the "Recipient").

RECITALS

WHEREAS, the Recipient has received from the Company assistance in the administration of various city services and programs, and the Company has helped lessen the burdens of government by providing certain services; and

WHEREAS, the Recipient desires to continue to receive from the Company assistance in the administration of various city services and programs, and the Company desires to continue to help lessen the burdens of government by providing the services described herein, upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

ARTICLE I.
AUTHORITY AND LIMITATION

1.1. **Authority**. The Recipient hereby engages the Company, and the Company hereby accepts such engagement, under the terms and subject to the conditions set forth in this Agreement, to continue to provide to the Recipient the Services (as defined below) during the term of this Agreement (the "Term"). During the Term, the Recipient shall not engage any third party to provide the Services without first providing seven business days prior written notice to the Company.

1.2. **Limitation**. Notwithstanding anything to the contrary set forth in this Agreement, the performance of the Services by the Company under this Agreement shall at all times be subject to the reasonable direction of the Recipient. The Company shall have no authority to (a) enter into, in the name or on behalf of the Recipient, any contract, agreement or binding obligation or (b) otherwise act for or on behalf of the Recipient, except, in each case, with the prior written consent of the Recipient in connection with the performance of the Services. The Recipient shall have no authority to (i) enter into, in the name or on behalf of the Company, any contract, agreement or binding obligation or (ii) otherwise act for or on behalf of the Company.

ARTICLE II.
SERVICES

2.1. **Services**.

(a) During the Term, the Company shall provide services and advice to the Recipient (collectively, the "Services"), and the Recipient shall cooperate with the Company regarding the provision of the Services, as set forth in the statement of work attached hereto as Exhibit A (the "Statement of Work").

(b) The Company shall perform the Services in a reasonable and timely manner. The Company shall be responsible for employing, training, and managing all personnel of the Company required in order for the Company to perform the Services.

(c) Notwithstanding anything in this Agreement, including the Statement of Work, to the contrary, each party hereto agrees that the Services shall not include (x) regulated professional services, including, without limitation, legal or accounting services, and (y) consistent with restrictions set forth in the Internal Revenue Code of 1986, as amended:

(i) Carrying on of propaganda, or otherwise attempting to influence any specific legislation through (x) an attempt to affect the opinion of the general public or any segment thereof or (y) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(ii) Influencing the outcome of any specific public election or carrying on, directly or indirectly, any voter registration drive;

(iii) Engaging in activities that require any person actively involved in the activities described in the Statement of Work to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(iv) Supporting the election or defeat of a candidate for public office, financing electioneering communications, registering prospective voters or encouraging the general public or any segment thereof to vote in a specific election.

2.2. **Access.** During the Term, (a) upon reasonable advance notice by the Company, the Recipient shall provide to the Company and its representatives reasonable access to (i) all books and records and premises of the Recipient, including but not limited to the information set forth in the Statement of Work and (ii) all personnel of the Recipient, in each case, during normal business hours (in a manner so as to not unreasonably interfere with the normal operations of the Recipient), including but not limited to the personnel, and the participation of such personnel, as set forth in the Statement of Work; and (b) the Recipient shall permit the authorized representatives of the Company to attend any and all meetings of the Recipient's various personnel, representatives, agencies, departments and bureaus ("**Recipient Meetings**") as both of the Company and the Recipient deem necessary to provide the Services; *provided, that* the Recipient shall not be required pursuant to the immediately preceding clause (a) or (b) to make available any Confidential Information (as defined below) to the Company if such disclosure would (A) jeopardize any attorney-client or other applicable legal privilege, (B) contravene any applicable laws, (C) reveal information that is classified for national security purposes or (D) breach any confidentiality obligations of the Recipient under contracts with third parties. Notwithstanding anything to the contrary, if the Company is restricted from accessing any Confidential Information, or attending any Recipient Meeting, pursuant to the immediately preceding proviso, the Recipient agrees to use its best efforts to obtain any consents, approvals or waivers necessary to allow the Company access to such Confidential Information or to attend such Recipient Meeting, as applicable.

2.3. **Points of Contact.** The primary points of contact (the “**Project Managers**”) with respect to the transmission and control of the Services are designated by the respective parties as follows:

Company:

Ernesto Freire (or such person as he may designate)
(Name)

Chief of Staff and Head of Operations
(Title)

25 East 78th Street
(Address)

New York, NY 10075
(City, State and Zip Code)

Recipient:

Dr. Timothy Mahoney (or designee)
(Name)

Mayor
(Title)

225 4th Street North
(Address)

Fargo, ND 58102
(City, State and Zip Code)

2.4. **Meetings.**

(a) Unless otherwise agreed to by the parties in writing, including but not limited to as otherwise agreed to by the parties in the Statement of Work, when and as reasonably requested by the Company during the Term, representatives of the Recipient shall meet with representatives of the Company, as agreed by the parties (each such meeting, a “**Status Meeting**”) to discuss the potential, status and implementation of the Services. Each Status Meeting shall be attended by personnel each party deems necessary for such Status Meeting, but, at a minimum, shall be attended by (i) the Project Managers and (ii) any employee, consultant, representative or other personnel of the Recipient that the Company may reasonably request.

(b) In addition to Status Meetings, during the Term, representatives of the Company and the Recipient (including, without limitation, the Project Managers) shall meet from time to time, at such times and locations as shall be mutually agreed by the parties, to discuss the potential, status and implementation of the Services, including, without limitation, as set forth in the Statement of Work. Each of the Company and the Recipient acknowledge and agree that most of such meetings will take place in the Recipient’s city.

(c) Unless otherwise agreed to by the parties in writing, within each of the three-month period, the six-month period and the twelve-month period following the expiration of the Term, when and as reasonably requested by the Company, representatives of the Recipient shall meet with representatives of the Company, as agreed by the parties (each such meeting, a “**Post-Term Meeting**”) to discuss the status and progress of the Recipient’s achievement of the goals and objectives associated with the Services. Each Post-Term Meeting shall be attended by personnel each party deems necessary for such Post-Term Meeting, but, at a minimum, shall be attended by (a) the Project Managers and (b) any employee, consultant, representative or other personnel of the Recipient that the Company may reasonably request.

2.5. **Public-Private Partnerships.** The Company may recommend or suggest (or may have previously recommended or suggested) that the Recipient enter into arrangements, partnerships, strategic alliances, memoranda of understanding, or agreements (each, a “**Public-Private Partnership**”) with non-governmental third parties, including, but not limited to, private business entities or individuals, for the provision or the collaboration of the provision of goods, services, or other consideration (as the case may be) for the benefit of the Recipient in order to accomplish the purposes of the Services as set forth in the

Statement of Work. In the event that the Recipient enters into (or has entered into) any Public-Private Partnership, the Recipient shall, at the request of the Company, issue a joint press release, interview or other public communication(s) (each, a “Public Notification”), whether in-print, online, on-television or through an alternate media forum, as reasonably requested by the Company, announcing the assistance that the Recipient received from the Company in consummating such Public-Private Partnership and the nature and extent of the Company’s involvement therein. Upon the request of the Company, the Recipient shall discontinue associating, and shall not associate, the Company with any Public-Private Partnership.

2.6. **Cooperation.** The Recipient shall: (a) reasonably cooperate with, and reasonably assist, the Company with respect to the Company’s performance of the Services, including, without limitation, by complying with the Company’s reasonable requests for the receipt of information or to take or not take actions and by providing accommodations for the Company’s on-site project manager as set forth in the Statement of Work; (b) consider in good faith entry into and consummation of each Public-Private Partnership that is recommended or suggested to the Recipient by the Company; and (c) with respect to any Public-Private Partnership entered into by the Recipient, comply with and perform in all material respects the obligations of the Recipient under the terms of such Public-Private Partnership.

2.7. **Cybersecurity Consulting Services.**

(a) Solely in the event the Company provides to the Recipient cybersecurity consulting services, which shall consist of general consultation regarding strategy development, project planning and guidance and best practices for the Recipient’s information security program and information systems (the “Cybersecurity Consulting Services”), the Recipient acknowledges and agrees as follows:

(i) to provide the Company with access to the Recipient’s computers, network architecture, information systems, organizational structures, security controls, daily operational processes and procedures, and personnel including but not limited to, on-site visits to the Recipient’s site as may be reasonably required by the Company, in its sole discretion, to perform the Cybersecurity Consulting Services. The Recipient represents and warrants that (i) it has the right to be in possession of, or is the owner of, all computer equipment, data, or media furnished to the Company; (ii) such computer equipment, data, or media is furnished for a lawful purpose; and (iii) where applicable, the Company’s collection, possession, processing, and transfer of such computer equipment, data, or media is in compliance with any and all applicable laws and regulations;

(ii) that the Company may utilize technology products currently installed in the Recipient’s environment (the “Recipient Technology”) during the course of the engagement, as applicable and in the Company’s sole discretion;

(iii) that, in addition to the Recipient Technology, the Company may use technology tools such as cloud-based technologies and email monitoring systems in the course of performing the Cybersecurity Consulting Services, and agrees that the Company may use all such technology tools in its sole discretion; and

(iv) that, in the course of providing Services and as requested by the Recipient, the Company may provide referrals for third party service providers who may perform additional services outside of the scope of this Agreement, including but not limited to, referrals for penetration testing, vulnerability assessments, cybersecurity risk assessments, or virtual Chief Information Security Officer services. The Recipient further acknowledges that (1) the Company provides any such referrals for additional services without favor to, or remuneration from, any third party service provider, (2) the Company shall not be liable for any third party service provider’s activities, and (3) the Recipient

is solely responsible for providing access to and coordinating any required interviews or assessment of any third party service provider, as applicable.

(b) Recipient and Company acknowledge and agree that in the course of providing services under this Agreement, the parties may exchange business contact personal information. Recipient and Company agree that if either party's business contact personal information is subject to unauthorized access, unavailability, acquisition, use, destruction, or loss as the result of a data security incident, the impacted party will promptly notify the other party of any such data security incident. Notification to a party must include details regarding the date and time of that the incident occurred and any subsequent mitigation steps taken by a party to contain and remediate the incident.

ARTICLE III. COMPENSATION AND EXPENSES

3.1. **Value of Services.** During the Term of the Agreement, the Company shall not charge the Recipient any fees or other remuneration (collectively, "Fees") in connection with the Services. Although the Recipient will not be charged Fees for the Services, the Recipient acknowledges that the Services to be provided by the Company are of substantial value.

3.2. **Expenses.** Unless otherwise agreed to by the parties in writing, during the Term, each party hereto shall be responsible for all expenses incurred by such party in connection with the performance of its obligations under this Agreement; *provided that*, (a) in advance of the Company agreeing to pay for any expenses of the Recipient, the Recipient must advise the Company in writing of any disclosure obligations related to such expenses, and (b) notwithstanding any agreement of the Company to pay for any expenses of the Recipient, the Recipient retains all responsibility to ensure such payment complies with all laws applicable to the Recipient.

3.3. **No Benefit.** For the avoidance of doubt, no Services may be used to provide any benefit to Michael R. Bloomberg, Bloomberg L.P., any board member of The Bloomberg Family Foundation Inc., or any other disqualified person with respect to The Bloomberg Family Foundation Inc.

ARTICLE IV. RELATIONSHIP AND STATUS OF PARTIES

4.1. **Independent Contractors.** The Company shall be deemed to be an independent contractor of the Recipient for all purposes. This Agreement shall not be construed (a) to create the relationship of employer and employee between the parties hereto or between any party or its affiliates, on the one hand, and any officer, director (or person in a similar position), employee, agent or representative of the other party or any of its affiliates, on the other hand, or (b) to create a partnership or joint venture between the parties hereto. Notwithstanding anything to the contrary in this Agreement, the Company shall not in any manner be prevented or bound to refrain from entering into any similar agreements, understandings or arrangements for the provision to any other person or entity of services that are the same as, or similar to, the Services. For the purposes of this Agreement, the Company's affiliates shall include The Bloomberg Family Foundation Inc., Manhattan West LLC, 25 East 78th Street LLC, Willett Advisors LLC, Michael R. Bloomberg, Bloomberg LP, Lamony West LLC and each of their related entities and affiliates (together, the "**Bloomberg Affiliates**"). The member(s), owner(s), director(s) (or persons in similar positions), affiliates, associates, employees, agents, representatives or related entities (including, without limitation, with respect to the Company, the Bloomberg Affiliates) of a party and each of their respective member(s), owner(s), directors(s) (or persons in similar positions), affiliates, associates, employees, agents, representatives or related parties shall collectively be referred to hereafter as such party's "**Related Parties**").

4.2. **No Third-Party Beneficiaries.** This Agreement is made solely and specifically for the benefit of the parties hereto and their respective permitted successors and assigns, and no other person or entity shall have any right, interest or claim hereunder or be entitled to any benefit under or on account of this Agreement as a third party beneficiary or otherwise.

4.3. **Company Not Insurer or Agent.** Notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its Related Parties are insurers, guarantors, producers or underwriters of any obligation of the Recipient.

4.4. **No Special Relationship.** Neither the Company nor any of its Related Parties are or shall be deemed to be a fiduciary of or hold any special relationship, including but not limited to a position of trust or confidence, with or in respect of the Recipient.

ARTICLE V.

REPRESENTATIONS OF THE PARTIES

Each party hereto hereby represents and warrants to the other party hereto as follows:

5.1. **Power and Authority.** Such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of domicile. Such party has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by such party and the performance of its obligations hereunder have been duly and validly authorized by all necessary action on the part of such party and no other proceeding or action on the part of such party is necessary to authorize this Agreement or the performance of its obligations hereunder. This Agreement has been duly and validly executed and delivered by such party and constitutes a valid, legal and binding agreement of such party, enforceable against it in accordance with its terms, except (a) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including, without limitation, specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

5.2. **Non-Contravention.** Neither the execution, delivery or performance by such party of this Agreement or the performance of its obligations hereunder will (a) conflict with or result in any breach of any provision of such party's governing documents, (b) result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, modification or acceleration) under any of the terms, conditions or provisions of any material agreement to which such party is a party or otherwise bound, or (c) violate in any material respect any law, writ, injunction or decree of any governmental authority having jurisdiction over such party or any of its properties or assets.

5.3. **Equal Opportunity.** The Company gives high priority to the realization of equality of opportunity for all members of society. The Company works to implement this policy in a variety of ways, internationally as well as in the United States, with due respect for the great diversity of situations in different countries and cultural contexts. Accordingly, it is the Company's expectation that the Recipient will take appropriate steps to ensure equal employment opportunities to the fullest extent allowable under applicable law and will not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, status as a qualified individual with a disability or any other category of protected class or category as defined by any applicable law. Further, it is the Company's expectation that the Recipient has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding discrimination, harassment, retaliation and other forms of workplace misconduct.

ARTICLE VI.
TERM AND TERMINATION

The Term shall commence on the Effective Date and end upon the completion of the Services by the Company in accordance with the Statement of Work; *provided, however*, that this Agreement may be terminated by either party, in its sole discretion, at its convenience; *provided, further*, that (a) the provisions of this Article VI and Articles VII, VIII, IX and X hereof shall survive any termination of this Agreement for any reason (whether pursuant to expiration of the Term or the immediately preceding proviso or otherwise), and (b) the provisions of Section 2.4(c) and Article VII hereof shall survive any expiration of the Term.

ARTICLE VII.
CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

7.1. **Confidentiality.**

(a) The parties understand and agree that records requests received by Recipient must comply with Chapter 44-04 of the North Dakota Century Code. During and after the Company's provision of the Services and correspondence and conversations with the Recipient in connection therewith or in contemplation thereof, each party hereto shall (i) maintain the confidentiality of all Confidential Information of the other party, (ii) not, without the other party's prior written consent, disclose the Confidential Information of the other party to any third party, and (iii) take all action that such other party reasonably deems necessary or appropriate to prevent unauthorized disclosure of its Confidential Information, at such other party's expense. Without the prior written consent of the other party, such party shall not disclose to any third person (other than to its employees or professional advisors on a need-to-know basis) the Confidential Information of the other party or the fact that such Confidential Information has been made available from such other party in connection with the provision or receipt of the Services; *provided, however*, that the Company may disclose Confidential Information it deems necessary or advisable in connection with the provision or receipt of the Services or other services conducted in the ordinary course of business or for educational purposes. As used in this Agreement, the term "Confidential Information" means the private or confidential information pertaining to the other party and any of its Related Parties, including, without limitation, information, photographs or video, conversations, operations, systems, databases, methods, concepts, data, equipment, compensation figures, technical processes and applications and other business affairs and reports, analyses, know-how, plans or details as to the other party and any of its Related Parties, and other information in connection with such other party not readily available to the public, whether in tangible or non-tangible form. For the avoidance of doubt, Confidential Information shall also include all work product of the Company or any of its Related Parties supplied to the Recipient under the framework of this Agreement or the Statement of Work. The Parties acknowledge that all Company Confidential Information shall be considered trade secret, regardless of whether the Company expressly marks it as such. For the avoidance of doubt, Confidential Information shall also include the existence of this Agreement, the terms hereof and any and all information regarding the existence and terms of the Services and any other services previously provided by the Company to the Recipient.

(b) If either party hereto or any of its Related Parties who have received Confidential Information of the other party is required pursuant to legal process to disclose any such Confidential Information, such party shall (to the extent not prohibited by applicable law) promptly notify the other party thereof, in order to permit such other party to seek a protective order or take other appropriate action. Such party shall cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded such Confidential Information, at such other party's expense and request. If, in the absence of a protective order, such party is, in the opinion of its counsel, compelled as a matter of law to disclose the Confidential Information of the other party, such

party may disclose only that part of such Confidential Information required by law to be disclosed to only those persons to whom such Confidential Information is required by law to be disclosed.

(c) Such party shall promptly notify the other party in writing if any information comes to its attention that may indicate there was or is likely to be a loss of confidentiality of any portion of Confidential Information of the other party. Such party shall use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information and to prevent further unauthorized disclosure or loss of any Confidential Information of the other party.

(d) Each party may elect at any time to discontinue access to its Confidential Information by the other party. At the written request of the other party, or upon the discontinuance of the Services, such party shall immediately return to such other party (or, at such party's option, destroy and certify such destruction in writing) (i) all copies of all written Confidential Information of the other party which have been provided to such party including, but not limited to, written summaries of any oral Confidential Information provided by such other party, and (ii) all copies of analyses, compilations, studies, drawings or other documents prepared by such party that contain or reference Confidential Information of the other party.

(e) Notwithstanding the foregoing, each party may retain Confidential Information of the other party to the extent required to do so by applicable law or regulation, and the Company may retain one copy of the Recipient's Confidential Information. Such party's obligations under this Agreement with respect to such Confidential Information shall survive any return or destruction of the Confidential Information of the other party. Notwithstanding the foregoing, it is understood that when information is known or available in the public domain, through no act or failure to act by such party, or if information is previously and lawfully known to such party prior to disclosure or if information is subsequently lawfully acquired by such party from third parties not known to be under any obligation of confidentiality or secrecy to the other party, such information shall not be deemed to be Confidential Information hereunder.

(f) If one party breaches or demonstrates an intention to breach this Agreement, the other party shall be entitled to the entry of an injunction or other equitable relief against such party and such party hereby consents to the issuance by any court of a restraining order or an injunction, without bond, such party having acknowledged and agreed that any such breach or statement of intention to breach would cause irreparable injury to such other party and that monetary damages would be inadequate to compensate for such breach. This remedy shall be in addition to any other remedies available to such other party.

7.2. **Proprietary Information.**

(a) Each party acknowledges that the other party owns all of such party's Confidential Information in existence on the Effective Date. Notwithstanding the immediately preceding sentence, and subject to the license granted in Section 7.2(c), the Recipient acknowledges and agrees that any ideas, concepts, creations, discussions, plans, inventions, discoveries, processes, writings, art work, designs, drawings, computer programs, source code, object code, code/software documentation, original works of authorship and any other work product of any nature whatsoever prepared or produced in connection with the Services and any other services previously provided by the Company to the Recipient (collectively and together with any improvements or derivative works thereof, the "Works"), and all materials contained therein or prepared therefor, shall, at all times during and after the Term, be the property of the Company, and the Company solely shall have all underlying rights therein, worldwide and in perpetuity, whether or not such Works were produced or prepared within the scope of the Company's services for the Recipient. For the avoidance of doubt, the Recipient shall not have any interest in or right

to use the Works or have any “moral rights” therein and such works shall constitute Confidential Information under this Agreement.

(b) Subject to this Section 7.2(b), the Recipient hereby agrees to provide the Company with any photographs, video, audio, written materials or similar media that the Company may reasonably request that are related to the Services, such request not to be unreasonably denied by the Recipient. Furthermore, and without limiting anything in this Section 7.2, the Recipient hereby grants to the Company a perpetual, non-exclusive, worldwide, royalty-free, license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sublicense, in all languages and all media now known or hereafter developed, all intellectual property of the Recipient provided to the Company in connection with the Services and any other services previously provided by the Company to the Recipient and, to the extent a third party consent is required to use any such material, Recipient undertakes to procure such consent for the benefit of the Company at Recipient's expense. Notwithstanding the foregoing, the Recipient shall not be obligated to provide the Company or any of its Related Parties with personal data or personally identifiable information.

(c) In connection with the Services, the Company grants to the Recipient a nonexclusive, limited, fully paid-up, perpetual license to use any deliverables identified in the applicable Statement of Work and provided by the Company to the Recipient as part of the Services, as such deliverables are intended to be used; *provided that* Recipient shall not use any Company trademarks (including any words or phrases including the name “Bloomberg”, and any associated logos or designs) for any purpose without express prior written permission from the Company.

7.3. **Expiration or Termination.** Upon expiration of the Term or termination of this Agreement pursuant to Article VI, each party shall (except as otherwise provided in this Agreement or required by applicable law), return or destroy, as the other may direct, all documentation in any medium that contains, refers to, or relates to the other party's Confidential Information, and retain no copies (except as required by applicable law or strictly for archival purposes in accordance with the other party's record retention policies, *provided that* in such case the obligations of confidentiality set forth in this Agreement shall remain in full force and effect even after the termination of the Agreement for so long as the archived Confidential Information is retained).

7.4. **Personal Information.** The Recipient acknowledges and agrees that for the purpose of providing the Services, including but not limited to for purposes compatible with providing the Services, the Company may have access to certain data sets of the Recipient (collectively, “Recipient Data”). If the Company requires Recipient Data to perform the Services, the Recipient acknowledges and agrees to provide such data in a de-identified and aggregated manner such that no Recipient Data is considered Personal Information. As used in this Agreement and defined under applicable data protection laws, the term “Personal Information” shall include any information that is personally identifiable, or that identifies, relates to, describes, or is capable of being associated with an individual. The Company and the Recipient agree that if the Company discovers that any Recipient Data transferred to the Company contains Personal Information, the Company will promptly notify the Recipient.

ARTICLE VIII.

NON-DISPARAGEMENT; NON-SOLICITATION

8.1. **Non-Disparagement; Publicity.** During the Term and thereafter, neither party hereto shall in any way (a) defame, disparage, libel or slander the other party hereto or its Related Parties, or (b) without the prior written consent of the other party hereto, contact, respond to any request from, or in any way discuss the Services or any of such other party's Related Parties with any news provider or other media (print, television, radio, internet or otherwise).

8.2. **Non-Solicitation.** In connection with the Services, during the Term and for a period of one (1) year thereafter, the Recipient shall not directly or indirectly solicit for employment any employee of the Company or its Related Parties with whom there was contact or who became known to the Recipient in connection with the Services. The restriction in the preceding sentence shall not be deemed to prohibit hiring any person who responds to any general solicitation, employee search or advertisement that are not targeted or directed specifically to employees of the Company or its Related Parties.

8.3. **Use of Name.** The Recipient has no rights, express or implied, to use any name or logo associated with the Company without the Company's prior written consent. If the Company requests, or agrees, to the use of such names or logos by the Recipient, including the Bloomberg Associates, Bloomberg Consulting or Bloomberg Philanthropies name, the Company therewith grants to the Recipient a non-exclusive, royalty-free, non-transferable, non-sublicensable, license/sub-license to use such names or logos (the "**Licensed Mark(s)**") on materials solely as approved by the Company, *provided that* the Recipient shall provide representative samples of all such materials to the Company for review and written pre-approval. In connection with this license/sub-license, the Recipient acknowledges that the Company owns or is the licensee of all rights in the Licensed Mark(s) and that all goodwill related to or arising from the Recipient's use of the Licensed Mark(s) will inure solely to the benefit of the Company. The Recipient also agrees not to: (i) apply anywhere for registration of the Licensed Mark(s) or any mark or domain name consisting thereof or confusingly similar thereto or dilutive thereof; (ii) use or permit use of the Licensed Mark(s) in any manner or commit any other act likely to devalue, injure or dilute the goodwill or reputation of the Company or the Licensed Mark(s); or (iii) challenge the ownership or validity of the Licensed Mark(s). The Recipient further acknowledges that the Company must control the quality of use of the Licensed Mark(s) and agrees to: (i) use the Licensed Mark(s) only as provided in this Agreement; (ii) comply with such trademark notices or branding guidelines as the Company instructs, in which the Company may revise from time to time; (iii) provide the Company upon request with specimens of all uses of the Licensed Mark(s); and (iv) cease any use of the Licensed Mark(s) within seven days of receipt of written instructions from the Company. The Recipient additionally acknowledges and is familiar with the high standards and reputation for quality of the Company and, symbolized by the Licensed Marks as of the effective date of this Agreement, the Recipient shall, at all times, use the Licensed Marks in a manner at least consistent with such quality standards and reputation.

ARTICLE IX.

INDEMNIFICATION

To the extent provided for by law, the Recipient shall indemnify, protect, defend and hold harmless the Company and its Related Parties (collectively, the "**Indemnitees**") from and against any and all liability, claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses, including but not limited to reasonable counsel and other professional fees and disbursements (collectively, "**Losses**"), suffered or incurred by any Indemnitee as a result of or in connection with: (i) the Recipient's breach of this Agreement; or (ii) any of the Services or any other services previously provided by the Company to the Recipient (including, without limitation, the provision or receipt thereof); *provided, however,* that the Recipient shall not be responsible for any Losses that are suffered or incurred solely due to gross negligence on the part of the Company.

ARTICLE X.
MISCELLANEOUS

10.1. **Amendment and Waiver.** No amendment of this Agreement and no waiver of one or more of its terms may be effected unless set forth in writing and signed by the party to be bound. Any waiver of strict compliance with this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to so comply.

10.2. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto, and supersedes any and all prior agreements or understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

10.3. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and permitted assigns. Neither the Recipient nor the Company may assign, delegate, transfer, or otherwise dispose of this Agreement or any interest, right, or obligation arising hereunder without the prior written consent of the other party, except that the Company may assign this Agreement or any of its rights or obligations hereunder to any of its affiliates.

10.4. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of North Dakota.

10.5. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, CONTROVERSY, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10.6. **Jurisdiction and Venue.** Each of the parties (a) submits to the exclusive jurisdiction of any state or federal court sitting in North Dakota, in any action or proceeding arising out of or relating to this Agreement or the performance of the duties and obligations hereunder, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each party agrees that service of summons and complaint or any other process that might be served in any action or proceeding may be made on such party by sending or delivering a copy of the process to the party to be served at the address of the party and in the manner provided for the giving of notices in **Section 10.8**. Nothing in this **Section 10.6** shall affect the right of any party to serve legal process in any other manner permitted by law. Each party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

10.7. **Severability**. Any provision of this Agreement that is held to be inoperative, unenforceable, voidable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, void, or invalid without affecting the remaining provisions of this Agreement in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end, the provisions of this Agreement are declared to be severable.

10.8. **Notice**. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, (c) when transmitted via email (including but not limited to via attached pdf document) to the email address set out below during business hours of the recipient, if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (d) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties as applicable, at the address, facsimile number or email address set forth below:

To the Company:

Bloomberg Consulting LLC
25 East 78th Street
New York, NY 10075
Attention: Dahlia Prager, Esq.
Email: legal@bloomberg.org

with copies to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Elizabeth Buckley Lewis, Esq.
Email: elewis@willkie.com

To the Recipient:

City of Fargo
Attention: Dr. Timothy Mahoney
E-mail: TMahoney@FargoND.gov

10.9. **Headings and Schedules**. The article and section headings used herein have been included for convenience only and shall not be considered in interpreting this Agreement. All schedules or documents expressly incorporated into this Agreement (including but not limited to the Statement of Work) are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

10.10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile or email transmission of an executed counterpart of this Agreement shall have the same binding effect as an executed and delivered original thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Consulting Agreement to be duly executed by their authorized representatives as of the Effective Date.

BLOOMBERG CONSULTING LLC

By: 
Name: Fiona Reid
Title: Authorized Signatory

THE CITY OF FARGO

By: _____
Name: Dr. Timothy Mahoney
Title: Mayor

Attest: _____
Name: Angie Bear
Title: Deputy City Auditor

EXHIBIT A
STATEMENT OF WORK

[see attached]



Scope of Work Proposal for Fargo

Overview

This document proposes the scope of services to be offered by Bloomberg Associates (“Associates”) to the City of Fargo and Mayor Tim Mahoney on a pro bono basis. The scope of services outlined herein is based on preliminary findings and conversations.

Summary of Proposal

The Mahoney Administration (“the Administration”) is seeking Associates’ support and assistance on several initiatives with the overarching goal of improving quality of life for residents of Fargo. The Associates team, through a multi-platform philanthropic consulting agreement, believes it can provide critical support and assist the Administration across a series of both long-term and short-term initiatives including, but not limited to:

- Strategic planning on homelessness issues and service offerings
- Design and development of homeless engagement center

Scope of Services

As part of its practice, the Associates team will offer in-depth consultation—including weekly communications, agreed upon standard site visits, assessment of plans/proposals, strategy development, and project planning support. While specific services will be determined by the project lead with their city counterparts, we estimate the scope of commitment will generally include:

- Weekly phone calls and ad hoc consultations as necessary
- Approximately four annual site visits to Fargo per project team
- 10-20 hours of staff time per project team, per week
- Identifying and recruiting third-party support where needed

Engagement Terms

These services are provided at no cost; however, there will be certain requirements of the Administration in order to ensure effective collaboration and a successful engagement:

- Introductory presentation to be delivered by Associates Operations team within the first 60 days of engagement, during a City senior staff meeting to explain the Associates model, approach, and service offerings
- Quarterly meetings (virtual or in-person) between the Mayor and the BA executive team (CEO, Chief of Staff, and other staffers when appropriate) to review progress and gain insight/feedback
- Bi-weekly project review meetings between the designated engagement liaison(s) (liaison(s) should be a direct mayoral report) and BA Operations team to review portfolio, discuss progress, and address challenges
- Access to and participation of relevant C-suite, department heads, and senior staff to support project development and provide insight on a regular/as-needed basis, including availability during in-person visits by Associates team members
- Accommodations for Associates’ on-site project manager, including a designated workspace with computer and phone in City Hall, access to municipal buildings and appropriate security clearances, standardized meetings with the engagement liaison and relevant city staff, and other accommodations necessary to reasonably support this engagement; the project manager will be employed and compensated by Bloomberg Associates
- Appropriate City staff to be available for in-person meetings with relevant Associates project teams within 60 days of project initiation
- Provision of relevant information on city operations and organizational structure, as well as research materials related to projects

- Client city teams are encouraged to travel to New York City to meet with their BA counterparts to advance project scopes, with all associated travel and costs covered at BA's expense.

Additionally, the Administration's senior team will be expected (albeit not required) to make two reciprocal trips annually to New York City for intensive work sessions.



(7)

Administratio
Brenda Derrig, P
225 4th Street Nort
Fargo, ND 5810
Phone: 701.241.154
Email: bderrig@FargoND.go
www.FargoND.go

December 4, 2025

Honorable Board of City Commissioners
City of Fargo
225 Fourth Street North
Fargo, ND 58102

RE: Relocation of Resource & Recovery Center — Lease of 2001 1st Avenue North site, Fiscal Sponsor Agreement and Fee Agreement.

Dear Commissioners,

At your October 27th, 2025 Regular Meeting, you approved a motion approving the relocation of the Center to the 2001 1st Avenue North location as soon as that location is fit-up for such purposes; authorized staff to make arrangements for such relocation; approved the lease of the 2001 1st Avenue North property as proposed along with the said fiscal sponsor and fee agreements with the FM Area Foundation; and you authorized the Mayor to complete the negotiations as to any open or unsettled terms in said agreements and then to execute said agreements on behalf of the City. Further, you directed that the fully-executed agreements should be presented to the City Commission for receipt and filing.

Enclosed for receipt and filing are three fully-executed agreements: the Lease by the City of the 2001 1st Avenue North location to be used for the relocated Resource & Recovery Center (a/k/a engagement center), the Fiscal Sponsor Agreement and the related Fee Agreement with the FM Area Foundation.

The City's agreements with the FM Area Foundation have enabled the City to receive donations from these supportive community members by, in essence, "loaning" the Foundation's 501(c)(3) status to the City to allow the City to receive charitable donations for use by the charitable purposes of the Center. Said donated funds are being directed toward covering expenses for fit-up of the leased site as necessary to suit the Center's programming needs as well as for lease payments and operational expenses. The charitable donations are expected to substantially reduce the expenditure of taxpayer funds.

SUGGESTED MOTION: Receive and file the Lease Agreement with Bullinger Enterprises, L.L.L.P. for the 2001 1st Avenue North location as well as the Fiscal Sponsor Agreement and Fee Agreement with FM Area Foundation.

Sincerely,

Brenda Derrig, PE
Assistant City Administrator

LEASE AGREEMENT

[Bullinger Enterprises, L.L.P. and City of Fargo -Resources & Recovery Center]

This Lease is effective as of the 3rd day of December, 2025 ("Effective Date"), between Bullinger Enterprises, L.L.P., a North Dakota limited liability limited partnership ("Landlord") and the City of Fargo, a North Dakota municipal corporation ("Tenant").

1. Definitions. In this Lease:

(a) "Building" means the building at 2001 1st Avenue N, Fargo, North Dakota 58102, which is deemed to contain approximately 54,500 total square feet and is located on the Land, which is defined below.

(b) "Premises" means the approximately 54,500 square foot building comprised of 43,700 square feet of warehouse, and 10,800 square feet of office (the "Building") along with approximately 8,615 square feet of land to be used by Tenant for the engagement center purposes as described in Section 8 (the "Outside Space"). The Building and the Outside Space shall together make up the "Premises," as is depicted on the attached Exhibit A and Exhibit A-1.

(c) "Term" means the two (2) year period beginning on January 1, 2026 and continuing through and including December 31, 2027, subject to the provisions of Sections 2, 7 and the other provisions of this Lease.

(d) "Commencement Date" begins on the first day of the Term.

(e) "Monthly Net Rent" shall be \$29,520.00 per month beginning on January 1, 2026 and shall continue at this rate through December 31, 2027. This amount will not change during the Term unless space is added to or deleted from the Premises as provided in this Lease or by written amendment of this Lease; provided however, Monthly Net Rent for any partial months of the Term shall be prorated on the basis of the number of calendar days in that month.

(f) "Costs" means the estimated monthly Tax Costs plus the estimated monthly Operating Costs, which shall be payable, in accordance with the terms of this Lease, by Tenant beginning on the Commencement Date and continuing through the Term of this Lease. Costs for any partial months of the Term shall be prorated on the basis of the number of calendar days in that month. Costs shall also include any costs, if any, incurred by Landlord for fit-up and otherwise included in Landlord Improvements that have not been reimbursed to Landlord in accordance with the terms of this Lease as set out on Exhibit D.

(g) "Monthly Rent" shall mean the Monthly Net Rent plus the Costs. The initial Monthly Rent is \$35,363.00, comprised of a Monthly Net Rent of \$29,520.00 plus both the estimated monthly Operating Costs and Tax Costs, which totals \$5,843.00.

(h) "Tenant's Share" means the percentage obtained by dividing the rentable square foot area of the Premises by the entire gross rentable square foot area of the Building, which percentage on the date of this Lease is 100% based on the number of square feet stated in paragraph (b) above and based upon a current total rentable square footage for the Building of 54,500 square feet.

(i) "Operating Costs" means all costs, charges and expenses incurred by Landlord in connection with ownership, operation, security, maintenance and repair of the Land, the Building, other improvements on the Land, appurtenances to the Building, parking, roadways, landscaping, lighting, sidewalks, elevators, stairwells and other common or public areas, including but not limited to real estate taxes and specials, insurance on common areas, interior and exterior maintenance, property insurance, fees or expenses for management by Landlord or any other party, amortization of capital investments made to reduce Operating Costs, and amortization of repairs made to extend the life of the Building and other improvements. Operating Costs will not include mortgage interest, depreciation on the Building or fixtures, advertising expenses, real estate brokers' commissions or the cost of tenant improvements. It is the intention of Landlord and Tenant that this Lease is fully net to Landlord; and accordingly Operating Costs shall include all costs and expenses incurred by Landlord in connection with the Building and Land.

(j) "Tax Costs" means the value of all real estate taxes, levies, charges, and installments of assessments (including interest on deferred assessments) assessed, levied or imposed on, or allocated to, the Land and Building and all attorneys' fees, witness fees, court costs and other expenses of Landlord in connection with any proceeding to contest these amounts.

(k) "Normal Business Hours" means seven (7) days per week and twenty-four (24) hours per day.

(l) "Lease" means this Lease, all Exhibits attached to this Lease, and all properly executed amendments, modifications and supplements to this Lease.

(m) "Section" means a section of this Lease.

(n) "Exhibit" means an Exhibit attached to and thereby made a part of this Lease.

(o) "Land" means the land on which the Building is located, legally described on Exhibit B attached to this Lease.

(p) "Taking" means acquisition by a public authority having the power of eminent domain of all or part of the Land or Building by condemnation or conveyance in lieu of condemnation.

(q) "Casualty" means a fire, explosion, tornado, or other cause of damage to or destruction of the Building.

(r) "Rent Incentives" shall be as described in Section 40 herein.

(s) "Occupancy Date" shall be as described in Section 7.

(t) "Winter Warming Services" shall be as described in Section 8.

(u) "Right of First Refusal" shall be as described in Section 29.

2. Premises – Early Cancellation Right of Tenant.

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, under the terms and conditions of this Lease.

Cancelation Prior to December 23, 2025 by Tenant: Notwithstanding any other provision in this Lease, the Tenant is authorized to cancel this Lease in its entirety, without penalty, in Tenant's sole discretion, upon written notice to Landlord on or before December 23, 2025, said notice to be delivered in a timely manner in accordance with Section 30 ("Notice") and thereafter neither this Lease Agreement nor the Addendum hereto shall have any further force or effect. The Tenant may exercise the option to waive this right to cancel the Lease by exercising Tenant's right to take possession early, all as set forth in Section 7 below.

3. Rent.

Tenant will pay the Monthly Rent to Landlord via electronic deposit, or such other place or method as Landlord may designate, in advance on or before the Commencement Date and on or before the first day of each month during the Term, without demand, deduction or setoff. The Monthly Rent may change as the Costs are adjusted annually under Sections 4 and 5. Tenant may prepay Monthly Rent for some or all of the months of the Term and Landlord agrees to accept such advance payment; provided, however, that to the extent Monthly Rent is subsequently altered as provided in this Lease, such as if space were to be added to or deleted from the Premises and when the estimated Costs are adjusted to actual, then such added or reduced amounts shall be adjusted to the Monthly Rent and/or Costs actually owed by Tenant for the Lease Term.

Tenant will be responsible for paying the actual cost of all utilities furnished to the Premises beginning on the Occupancy Date and continuing through the Term.

Any Monthly Rent or other amounts payable by Tenant to Landlord under this Lease which are not paid within 5 days after the date due will bear interest from the date due to the date paid

at the rate of 18% per annum or the maximum rate of interest permitted by law, whichever is less, and the interest will be paid to Landlord on demand. In addition, Tenant will pay Landlord a \$100 service charge for all Monthly Rent (or other amounts due and payable) not paid by the 5th day of the month for which it is payable, which service charge is to partially cover expenses involved in handling delinquent payments. All amounts to be paid by Tenant to Landlord under this Lease will be deemed to be additional rent for purposes of payment and collection.

If any taxes, special assessments, fees or other charges are imposed against Landlord by any governmental unit or agency with respect to rentals under this Lease, Tenant will pay these amounts to Landlord when due, except that Tenant will have no obligation to pay any income tax on rentals unless the tax is imposed in lieu of real estate taxes.

4. Cost Adjustments for Common Area Maintenance (CAM).

The Monthly Rent is based in part on the estimated Costs (ie. Operating Costs and Tax Costs casually referred to as CAM). Prior to the first day of each calendar year after the date of this Lease, or as soon as reasonably possible after the first day of the year, Landlord will furnish Tenant with an estimate of the Costs if greater than the initial Costs, and the Monthly Rent will be increased by 1/12th of Tenant's Share of the difference between the initial estimate of Costs and the current estimate.

Within ninety (90) days of the end of each calendar year, including the year in which the Term expires, Landlord will give Tenant a statement of the actual Costs for that calendar year. If the actual Costs exceed the estimated Costs for that year, Tenant will pay Tenant's Share of the excess to Landlord within 60 days after receiving the statement. If the actual Costs are less than the estimated Costs for that year, Landlord will pay Tenant's Share of the difference to Tenant with the statement. If Tenant does not give Landlord written notice within six (6) months after receiving Landlord's statement that Tenant disagrees with the statement and specifying the amounts in dispute, Tenant will be deemed to have waived the right to contest the statement. The portion of Costs to be paid by Tenant for the years in which the Term begins and ends will be prorated by multiplying the actual Costs by a fraction, the numerator of which is the number of days of that year in the Term and the denominator of which is 365.

Upon reasonable request by Tenant, Landlord will provide documentation to Tenant supporting Operating Costs and Tax Costs. Landlord will cooperate with Tenant in responding to an audit of Tenant's finances; provided, however, that Tenant will reimburse Landlord for reasonable value of the time and expense incurred by Landlord and Landlord's legal or accounting consultants in providing such cooperation.

5. Cost Computations and Allocations.

Costs will be allocated as set forth in Section 1(h).

6. Fiscal Year.

The year used to determine Costs may be changed to a different 12-month period designated by Landlord. If the calendar year is changed to a fiscal year, or if a fiscal year is changed to a different fiscal year, prorations will be made for the estimated Costs and the actual Costs so that the same time period is used to determine each and so that Costs are not included in more than one time period.

7. Possession.

Tenant will take possession of the Premises on December 23, 2025 provided, however, that Tenant will waive its right to cancel the Lease as provided above in Section 2 if Tenant takes possession of the Premises before December 23, 2025, evidenced by a written waiver and early possession Notice in writing and delivered in accordance with Section 30. Tenant and Landlord agree to coordinate with each other to make arrangements for such early occupancy, including arrangements for initiation of Tenant's required insurance coverage and other arrangements that would have been necessary for the December 23 takeover of possession by Tenant. Notwithstanding anything herein to the contrary, the "Occupancy Date" will be the date that Tenant takes possession of the Premises.

If Tenant pays the Monthly Rent and other charges in accordance herewith and performs all of Tenant's obligations under this Lease, Landlord promises that Tenant may peaceably and quietly possess and enjoy the Premises under this Lease.

8. Use.

Tenant will use the Premises for an engagement center offering services to those in need only between the hours of 7:00 a.m. and 9:00 p.m. (there shall be NO overnight habitation) and for no other purpose during the Normal Business Hours only; provided, however, that between October 15 and May 15 the Tenant is authorized to open designated portions of the Premises to provide emergency and temporary winter warming shelter services to those in need, including overnight shelter ("Winter Warming Services"). Winter Warming Services shall only be allowed for limited and part-time winter weather shelter purposes. The parties acknowledge that portions of the engagement center will be occupied by agents or employees of certain nonprofit companies who provide supportive services to persons in need who entered the engagement center, which is consistent with the Tenant's authorized use of the Premises. One or more of said nonprofit companies may remit funds to Tenant to offset some of the operating and programming costs incurred by Tenant for operating the engagement center activities; however, said nonprofit company occupancy will not be considered a subtenancy of the Premises and, therefore, will not be subject to the subletting procedures in Section 21. Notwithstanding anything herein to the contrary, Tenant shall be liable for all actions and inactions of any non-profit or other entity that Tenant allows to use or access the Premises. Tenant is also permitted to use the portion of the Premises that is not established for the engagement center for other City related purposes, including use by the City, Police Department, and affiliated law enforcement agencies for support of the Special Weapons and

Tactics (SWAT) program, use by the City Utilities for water meter storage or for City storage of other City materials, equipment, and/or vehicles. Tenant shall use the Premises for no other purpose during Normal Business Hours without the prior written consent of the Landlord. Tenant will not commit or permit any act or omission which results in the violation of any law, governmental regulation, or insurance policy of Landlord, relating to the Building, or which will increase Landlord's insurance rates on the Building. Tenant will not permit any conduct or condition which may unduly disturb or endanger other occupants of the Building, if applicable, or other neighbors or businesses in the area.

9. Care of Premises.

Landlord shall keep the structural portion of the walls, roof and other portions of the Building considered "structural," in good repair and condition, provided that Landlord shall have no responsibility to make any repair until Landlord receives written notice of the need for such repair. Landlord shall not be responsible for the repair or replacement of any condition caused by the fault or negligence of Tenant or Tenant's employees, contractors, agents, or invitees; nor shall Landlord's responsibility include any repairs or replacements of any condition due to or worsened by Tenant's failure or delay to notify Landlord within a commercially reasonable period of time. All costs of Landlord described in Section 9 herein shall be included as part of the Operating Costs; provided such costs are amortized on a straight-line basis over the useful life thereof.

Throughout the Term of this Lease, Tenant, at Tenant's expense, shall keep all other portions of the Premises clean, maintained and in good condition and repair including all necessary replacements (regardless of whether the damaged portion of the Premises or the means of repairing the same are accessible to Tenant), including but not limited to, plumbing, painting, walk-in doors, overhead doors and openers, door closing and locking mechanisms, windows, window coverings, floor coverings, ceilings, interior and exterior wall coverings and sheeting, plate glass, hardware, dock systems, pest control, glazing, all mechanical systems (including heating, ventilation, and air conditioning (HVAC) units), duct work and distribution systems, radiant heaters, boilers and sump pumps, all electrical systems and all other Building systems within or exclusively serving the Premises. Tenant shall supply and maintain fire extinguishers in the Premises in compliance with all applicable laws, rules and regulations. If Tenant fails to perform its obligations under this Section, Landlord may enter the Premises to perform the maintenance and repairs and charge the costs to Tenant, together with interest at a rate of eighteen (18%) per annum or the maximum rate of interest permitted by law, whichever is less, and the charges for the repairs plus interest shall be due within fifteen (15) days after Tenant receives an invoice for the same. Tenant is to maintain the Premises in a manner typical of similar properties.

Landlord agrees to service the heating, ventilation and air conditioning (HVAC) units at the beginning of the Term to ensure they are in good working order. Thereafter for the remainder of the Term, Tenant shall be responsible for cleaning and maintaining the HVAC systems within the Premises two (2) times per year (seasonal changes) by a professional HVAC service

company and repairing as necessary. Any and all damage noted to the Premises at the beginning of the initial Term shall be noted by Tenant on the attached Exhibit C.

10. Annoying Lights, Sounds or Odors.

Tenant covenants and agrees that no light shall be emitted from the Premises which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from the Premises which is unreasonably loud or annoying; and no odor shall be emitted from the Premises which is or might be noxious or offensive to others in the Building or on an adjacent or nearby property.

11. Compliance with Laws.

Tenant will, at its expense, promptly comply with all laws, ordinances, rules, orders, regulations and other requirements of governmental authorities now or subsequently pertaining to the Premises. Tenant will pay any taxes or other charges by any governmental authority on Tenant's property or trade fixtures in the Premises or relating to Tenant's use of the Premises.

12. Signs.

Subject to compliance with all applicable laws, Tenant may, at its own cost and expense, purchase and install exterior signage in accordance with the Building's standard signage or the Building's signage guidelines, for the Premises, provided, however, that such signage shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant will not place or permit any other signs on the exterior or windows of the Building, or within the Premises if visible from the exterior of the Building or from hallways or other common areas of the Building, except lettering and numerals for identification purposes on or near doorways as approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If applicable, Tenant agrees to purchase its exterior signage from a Landlord-approved sign contractor, which approval shall not be unreasonably withheld, conditioned or delayed. At the termination of this Lease, Tenant will remove all signs placed by it, and will repair any damage caused by such installation or removal, at Tenant's sole cost and expense unless Landlord elects otherwise in writing. All signs must comply with sign ordinances and be placed in accordance with required permits.

13. Alterations.

Tenant accepts the Premises in their present condition and Landlord will have no obligation to do any redecorating or remodeling or to make any repairs or alterations, except for the alterations, if any, as described on the attached Exhibit D.

Subject to the provisions for the alterations as set forth in Exhibit D, Tenant will not make any alterations, additions or improvements in or to the Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. Tenant will get Landlord's prior

written approval of any contractor or subcontractor who is to perform work on the Premises at Tenant's request. Landlord may require Tenant to post a bond, cash or other security to protect the Premises from mechanic's liens. All alterations by Tenant will be constructed with new materials, in a good and workmanlike manner, and in compliance with the plans and specifications approved by Landlord and all applicable laws, ordinances, rules, orders, regulations, or other requirements of governmental authorities. Tenant will pay for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant in or about the Premises, and will pay and discharge any mechanic's, materialmen's or other lien against the Premises resulting from Tenant's failure to make such payment, or will contest the lien and deposit with Landlord cash equal to 150% of the amount of the lien. If the lien is reduced to final judgment, Tenant will discharge the judgment and Landlord will return the cash deposited by Tenant. Landlord may post notices of non-responsibility on the Premises as provided by law. Certain alterations, additions and improvements to the Premises made at the expense of Tenant may be removed by Tenant from the Premises at the completion of the Lease Term, so long as such removal by the Tenant will not negatively impair the structural integrity of the Premises or the functioning of the electrical, mechanical, ventilation or other integrated systems of the Premises. Tenant, at Tenant's sole cost and expense, will repair in a good workmanlike manner any damage caused by the removal of said alterations, additions and improvements to the Premises, unless Landlord elects otherwise in writing. Landlord and Tenant will cooperate and coordinate with each other in making commercially reasonable and appropriate arrangements as to what alterations, additions and improvements should be allowed to remain, and those that may be removed by Tenant for Tenant's future intended purposes. Tenant shall contact Landlord to arrange a meeting at the Premises no later than sixty (60) days prior to the expiration of the Lease Term to determine what alterations, additions and improvements will remain or must be removed.

14. Utilities and Services.

Beginning on the Occupancy Date and continuing throughout the entire Term, Tenant shall, at its sole cost and expense, take responsibility for all utilities and services at the Premises, including but not limited to, any connection or start-up fees, water, sewer, gas, electricity, garbage, all communication-related expenses, snow removal, lawn and yard care, and general maintenance. If the Premises are not separately metered, Tenant will pay its proportionate share of the utilities. The cost of any services provided to the Building or Premises by Landlord, will be a part of the Operating Costs, as well as any other utilities or services provided by Landlord or Landlord's contractors or agents.

Landlord will not be liable for any loss or damage resulting from any temporary interruption of these services due to repairs, alterations or improvements, or any variation, interruption or failure of these services due to governmental controls, unavailability of energy, or any other cause beyond Landlord's control. No such interruption or failure of these services will be deemed as an eviction of Tenant or will relieve Tenant from any of its obligations under this Lease. Notwithstanding anything to the contrary herein, Tenant and its agents, employees and invitees assume all liability for any damage to personal property located on or about the

Premises or Building, caused by or resulting from, the presence of snow, the removal of snow, or the failure to remove snow, including but not limited to snow on the roof. Tenant will also be responsible for providing its own janitorial services for the Premises. Tenant shall be responsible for all normal repair and maintenance of utility lines located within and exclusively serving the Premises from the point of connection to the Premises. Tenant shall, at its sole cost and expense, enter into a contract for garbage collection from the Premises.

Tenant hereby provides authorization to Landlord to request and obtain copies of any and all utility bills or invoices (current or past) related to the Premises that are in Tenant's name either from Tenant or directly from a utility company on Tenant's behalf.

15. Entry by Landlord.

Landlord and its agents and contractors and mortgagees will have the right to enter the Premises at reasonable times and, except for emergency situations, upon reasonable notice for inspecting, cleaning, repairing, or exhibiting the Premises, but Landlord will have no obligation to make repairs, alterations or improvements except as expressly provided in this Lease.

16. Subordination.

At the request of any mortgagee or ground lessor, this Lease will be subject and subordinate to any mortgage or ground lease which may now or hereafter encumber the Building, and Tenant will execute, acknowledge and deliver to Landlord any document requested by Landlord to evidence the subordination. Such subordination is on the condition that Tenant's right of possession of the Premises as provided in this Lease will not be disturbed by the mortgagee or ground Landlord so long as Tenant is not in default under this Lease. If the interest of Landlord is transferred to any party by reason of foreclosure of a mortgage or cancellation of a ground lease, or by delivery of a deed in lieu of foreclosure or cancellation, Tenant will immediately and automatically attorn to such party. Tenant agrees that upon notification by Landlord or any mortgagee or ground Landlord of the election of a mortgagee or ground Landlord to subordinate its interest in the Premises to this Lease, this Lease will become prior to the mortgage or ground lease.

17. Estoppel Certificates and Financial Information – Mayor Authorization.

Within 10 days after written request from Landlord, Tenant will execute, acknowledge and deliver to Landlord a document furnished by Landlord, which document may be relied upon by Landlord and any prospective purchaser or mortgagee of the Building, stating (a) that this Lease is unmodified and is in full force and effect (or if modified, that the Lease is in full force and effect as modified and stating the modifications), (b) the dates to which rent and other charges have been paid, (c) the current Monthly Rent, (d) the dates on which the Term begins and ends, (e) that Tenant has accepted the Premises and is in possession, (f) that Landlord is not in default under this Lease, or, if Landlord is in default, specifying any such default, and (g) including such other information as the prospective purchaser or mortgagee may require. The mayor of the City of Fargo is authorized to execute such documents on behalf of Tenant.

18. Waiver of Claims and Assumption of Risks.

Landlord and Tenant release each other from any liability for loss or damage by fire or other Casualty coverable by a standard form of "all risk" insurance policy, whether or not the loss or damage resulted from the negligence of the other, its agents or employees. Each party will use reasonable efforts to obtain policies of insurance which provide that this release will not adversely affect the rights of the insureds under the policies.

19. Indemnification.

To the extent permitted by law, Tenant will indemnify Landlord and its owners, agents and employees against all claims, demands and actions, and all related costs and expenses (including attorneys' fees) for injury, death, disability or illness of any person, or damage to property, occurring in the Premises or arising out of Tenant's, or any Third Party Operators' (as defined below) use of the Premises, except to the extent caused by the willful misconduct or negligence of Landlord or someone acting on its behalf.

To the extent permitted by law, Landlord will indemnify Tenant and its agents and employees against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys' fees) for injury, death, disability or illness of any person, or damage to property, arising out of the willful misconduct or gross negligence of Landlord, except to the extent caused by Tenant or Tenant's agents or employees.

20. Insurance.

Tenant, at Tenant's expense, beginning on the Occupancy Date and continuing at all times during the Term of this Lease (including any Renewal Terms), shall maintain liability coverage through the North Dakota Insurance Reserve Fund ("NDIRF") or a comparable self-insurance or risk-management pool covering Tenant's and Tenant's invitees' operations and use of the Premises. Such coverage shall insure against liability for personal injury, bodily injury (including death), and property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and no aggregate limit. Landlord shall be named as an additional insured.

Because NDIRF does not issue endorsements providing advance notice of cancellation or non-renewal to third parties, Tenant shall provide written notice to Landlord within thirty (30) days after Tenant receives notice from NDIRF of any cancellation or non-renewal of such coverage. Prior to Tenant's occupancy of the Premises and annually thereafter, Tenant shall deliver to Landlord evidence of such coverage showing it to be in effect. Tenant, at its own expense, shall also be responsible for maintaining property insurance covering Tenant's furniture, fixtures, equipment, and any improvements installed by Tenant within the Premises, including property of others in Tenant's care, custody, or control. Such coverage shall be written on a "special form" basis at replacement cost. Landlord shall have no responsibility for loss or damage to Tenant's property, and Tenant acknowledges that Landlord carries no insurance for Tenant's personal property. Tenant shall reimburse Landlord, as additional rent, for any insurance deductibles paid by Landlord for claims caused by, resulting from, or arising from Tenant's

negligence, willful misconduct, or use and occupancy of the Premises. Nothing in this Section shall be construed to waive or exceed the monetary limits on liability or any immunities available to Tenant under Chapter 32-12.1 of the North Dakota Century Code or any other applicable law governing political subdivisions.

In the event Tenant permits any other organization, entity, or contractor ("Third Party Operator") to operate within or provide services to Tenant or its invitees on the Premises, Tenant shall require such Third Party Operator to maintain commercial general liability insurance, including coverage for property damage and personal injury, in amounts reasonably satisfactory to Tenant. Such insurance shall name either Tenant or Landlord as an additional insured. Tenant shall obtain and provide to Landlord certificates of insurance evidencing such coverage prior to any Third Party Operator's occupancy or commencement of operations on the Premises. Landlord and Tenant acknowledge that Tenant's liability may be limited under N.D.C.C. § 32-12.1, and this provision is intended to ensure that any limitation on Tenant's liability shall not impair Landlord's ability to be fully compensated for any damage, loss, or injury caused, in whole or in part, by any Third Party Operator or its invitees. The maintenance of insurance by Third Party Operators under this section is a material condition of Tenant's right to allow such parties to use or operate within the Premises.

21. Assignment and Subletting.

Tenant may not assign this Lease or sublet all or part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably refused. If Tenant receives a bona fide offer for an assignment of Tenant's interest under this Lease or to sublease all or part of the Premises and Tenant requests Landlord's consent, a copy of the offer and a financial statement of the proposed tenant will be furnished to Landlord. In the case of a proposed assignment or sublease of all of the Premises, Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the party making the offer on the same terms as the offer to Tenant or without that condition. In the case of a proposed sublease for less than all of the Premises, Landlord may amend this Lease to exclude the portion of the Premises to be subleased, either conditioned on execution of a new lease between Landlord and the party making the offer on the same terms as in the offer to Tenant or without that condition.

If Landlord fails to give Tenant written notice of its decision to terminate or amend this Lease within 20 days after receiving a copy of the offer to Tenant, Landlord will not unreasonably withhold its consent to the assignment or sublease described in the offer. Tenant acknowledges that Landlord may in its sole discretion withhold consent for an assignment or sublease to (i) any existing tenant of a building owned or managed by Landlord, (ii) a party whose occupancy would be inconsistent with the nature and character of the Building, (iii) a party whose occupancy would be inconsistent with the character and values of Landlord in its reasonable judgment, or (iv) a party whose financial condition is not acceptable to Landlord in its reasonable judgment. The provisions of this Section will be binding on Tenant and any assignee or subtenant of Tenant and will apply to all portions of the Premises remaining subject

to this Lease and to each request by Tenant, or its assignee or subtenant, for Landlord's consent to a further or subsequent assignment or subletting.

Notwithstanding anything herein to the contrary, Landlord's consent to sublease or assign shall not be required where Tenant subleases or assigns all or part of the Premises to any related entity or department of the City of Fargo; provided however, Tenant shall not be relieved from any of its obligations under this Lease.

Neither this Lease nor any right hereunder shall be assigned by operation of law, including bankruptcy or other law relating to debtors, and no trustee, receiver, sheriff, creditor or purchaser at judicial sale or any office of any court shall acquire any right under this Lease or to the possession or use of the Premises or any part thereof without the prior written consent of Landlord.

If Landlord consents to one or more assignments or subleases, Tenant will still remain liable for all obligations of the Tenant under this Lease.

Landlord's interest in this Lease will be freely assignable and the obligations of the Landlord arising or accruing under this Lease after an assignment will be enforceable only against the assignee.

22. Damage or Destruction.

If the Premises or Building is damaged by Casualty, the damage (excluding damage to improvements paid for by Tenant or trade fixtures, equipment or personal property of Tenant) will be repaired by Landlord at its expense to a condition as near as reasonably possible to the condition prior to the Casualty, but if more than 25% of the total rentable area of the Building is rendered untenantable, Landlord may terminate this Lease as of the date of the Casualty by giving written notice to Tenant within 30 days after the Casualty. If this Lease is not terminated, Landlord will begin repairs within 90 days after the Casualty and complete the repairs within a reasonable time, subject to acts of God, strikes and other matters not within the control of Landlord. If Landlord fails to begin and proceed with repairs as required, Tenant may give Landlord notice to do so. If Landlord has not begun the repairs within 30 days after Tenant's notice, Tenant may terminate this Lease by written notice to Landlord within 15 days after expiration of the 30-day period. If this Lease is terminated because of the Casualty, rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant or paid to Landlord, as the case may be. During any period in which the Premises or any portion of the Premises is made untenantable as a result of the Casualty, the Monthly Rent will be abated for the period of time untenantable in proportion to the square foot area untenantable.

23. Eminent Domain.

If there is a Taking of 50% or more of the Premises, either party may terminate this Lease as of the date the public authority takes possession, by written notice to the other party within 30

days after the Taking. If this Lease is so terminated, any rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant, or paid to Landlord, as the case may be. All damages, awards and payments for the Taking will belong to Landlord irrespective of the basis upon which they were made or awarded, except that Tenant will be entitled to any amounts specifically awarded for Tenant's trade fixtures or equipment or as a relocation payment or allowance. If this Lease is not terminated as a result of the Taking, Landlord will restore the remainder of the Premises to a condition as near as reasonably possible to the condition prior to the Taking, the rent will be abated for the period of time the space is untenantable in proportion to the square foot area untenantable and this Lease will be amended appropriately to reflect the deletion of the space taken.

24. Defaults.

If (a) Tenant defaults in the payment of Monthly Rent or other amounts due under this Lease and the default continues for 10 days after written notice by Landlord to Tenant, (b) Tenant defaults in any other obligation under this Lease and the default continues for 30 days after written notice by Landlord to Tenant, (c) any proceeding is begun by or against Tenant to subject the assets of Tenant to any bankruptcy or insolvency law or for an appointment of a receiver of Tenant or for any of Tenant's assets, or (d) Tenant makes a general assignment of Tenant's assets for the benefit of creditors, then Landlord may, with or without terminating this Lease, cure the default and charge Tenant all costs and expenses of doing so, and Landlord also may reenter the Premises, remove all persons and property, and regain possession of the Premises, without waiver or loss of any of Landlord's rights under this Lease, including Landlord's right to payment of Monthly Rent. Landlord also may terminate this Lease as to all future rights of Tenant, without terminating Landlord's right to payment of Monthly Rent and other charges due under this Lease.

Tenant waives any right of restoration to possession of the Premises after reentry, notice of termination, or after judgment for possession. If this Lease is terminated under this Section, Tenant promises and agrees to pay all Monthly Rent and other charges due for the remainder of the original Term, and all attorneys' fees and other expenses. If Tenant defaults in any of its obligations under this Lease, it will promptly pay all costs (including attorneys' fees) of enforcing Tenant's obligations, whether or not this Lease is terminated and whether or not suit is brought. No right or remedy will preclude any other right or remedy, no right or remedy will be exclusive of or dependent upon any other right or remedy, and any right or remedy may be exercised independently or in combination.

If Tenant is in default and notice of termination of Tenant's right to possession has been mailed to Tenant at the Premises and it appears in Landlord's reasonable judgment that Tenant has abandoned or vacated the Premises, Landlord may reenter the Premises and retake possession without legal action, without relieving Tenant of the obligation to pay Monthly Rent or any other obligations under this Lease, and without any liability to Tenant for re-entry or removal of Tenant's property.

25. Waiver of Lease Provisions.

No waiver of any provision of this Lease will be deemed a waiver of any other provision or a waiver of that same provision on a subsequent occasion. The receipt of rent by Landlord with knowledge of a default under this Lease by Tenant will not be deemed a waiver of the default. Landlord will not be deemed to have waived any provision of this Lease by any action or inaction and no waiver will be effective unless it is done by expressed written agreement signed by Landlord. Any payment by Tenant and acceptance by Landlord of a lesser amount than the full amount of all Monthly Rent and other charges then due will be applied to the earliest amounts due. No endorsement or statement on any check or letter for payment of rent or other amount will be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to its right to recover the balance of any rent or other amount or to pursue any other remedy provided in this Lease. No acceptance of payment of less than the full amount due will be deemed a waiver of the right to the full amount due together with any interest and service charges.

26. Return of Possession to Landlord.

On expiration of the Term or sooner termination of this Lease, Tenant will return possession of the Premises to Landlord, without notice from Landlord, clean and in good order and condition, except for ordinary wear and damage, destruction or conditions Tenant is not required to remedy under this Lease. If Tenant does not return possession of the Premises to Landlord, Tenant will pay Landlord all resulting damages Landlord may suffer and will indemnify Landlord against all claims made by any new tenant of all or any part of the Premises. Tenant will give Landlord all keys for the Premises and will inform Landlord of combinations on any locks and safes on the Premises. Any property left in the Premises after expiration or termination of this Lease or after the Premises have been vacated by Tenant will become the property of Landlord to dispose of as Landlord chooses.

27. Holding Over.

If Tenant remains in possession of the Premises after expiration of the Term without a new lease, it may do so only with written consent by Landlord, and any such holding over will be from month-to-month subject to all the same provisions of this Lease, except that the Monthly Net Rent will be the Monthly Net Rent stated in Landlord's written consent if a new Monthly Net Rent is stated, or 120% of the Monthly Net Rent under this Lease if no new Monthly Net Rent is stated in Landlord's written consent. Any holding over without Landlord's written consent will be at double the Monthly Rent under this Lease. The month-to-month occupancy may be terminated by Landlord or Tenant on the last day of any month by at least 30 days' prior written notice to the other.

28. *This Section has been Intentionally Removed.*

29. Right of First Refusal.

Landlord expressly reserves the right to sell the Premises at any time. In the event Landlord desires to sell the Premises during the Term of this Lease, and Landlord has not actively listed it for sale, or in the event Landlord receives an unsolicited bona fide third party offer that Landlord would consider accepting, Landlord agrees to provide Tenant with a right of first refusal to purchase the Premises at the fair market value, or the unsolicited third party bonafide offer price, prior to listing the Premises for sale or prior to accepting such bonafide offer (the "Right of First Refusal"). The fair market value shall be determined by an appraisal to be conducted by a qualified individual or firm selected by Landlord with consent of the Tenant, which consent shall not be unreasonably refused. The fair market value calculation shall take into consideration those amounts that the Tenant paid for and installed shortly after the Occupancy Date and the costs paid by Tenant for any other equipment or systems installed in the Premises after the Occupancy Date. In determining the fair market value, the then fair market value of the fit-up to the Premises undertaken as set forth in Exhibit D of this Lease, shall also be determined and to the extent the fair market value of the Premises was enhanced by such fit-up, the purchase price to be paid by the Tenant shall be offset by said enhanced value.

Tenant shall have fifteen (15) days from the date of the appraisal to provide a written notice to Landlord of its intent to purchase the Premises. If Tenant timely exercises its Right of First Refusal to purchase the Premises, the parties thereby agree to enter into a purchase agreement which shall contain terms customary for the area in similar transactions, and at a minimum will include the following terms:

Closing of the sale and purchase of the Premises shall occur within forty-five (45) days from the date of Tenant's exercise of its Right of First Refusal; provided however, this Lease shall continue until closing. The purchase by Tenant will be made in cash at closing. Real estate taxes and special assessments shall be prorated to the date of closing. Landlord may treat the sale of the Land and Building to Tenant as a like-kind exchange for federal income tax purposes under Section 1031 of the Internal Revenue Code. Tenant's purchase of the Premises shall be as-is, where-is and Landlord will provide no representations or warranties to Tenant of any kind with respect to the condition of the Premises. Within twenty (20) days of Tenant's exercise of its Right of First Refusal, Landlord shall furnish to Tenant, a commitment for a policy of title insurance evidencing good and marketable title of record, free and clear of all encumbrances, except easements, covenants, conditions, zoning requirements, and restrictions of record. The title commitment shall be accompanied by copies of all documents of record referenced in the commitment. The cost of title insurance commitment shall be paid by the Landlord. Tenant shall be responsible for payment of the premium for any title insurance policy issued to Tenant and/or its mortgage lender (if any).

If Tenant fails to exercise its Right of First Refusal to proceed to purchase the Premises within such fifteen (15) days of receipt of the appraisal, or chooses not to purchase the Premises for whatever reason, then Tenant shall be deemed to have waived its Right of First Refusal to purchase the Premises under this Lease. If Tenant waives its Right of First Refusal to purchase the Premises, then Tenant agrees to properly execute and deliver to the Landlord such

documents as Landlord reasonably requests of Tenant to evidence the same and shall have no further right to purchase the Premises under this Right of First Refusal.

The cost of any and all appraisals obtained for this Right of First Refusal shall be the sole responsibility of the Tenant.

30. Notices.

Any notice under this Lease will be in writing, and may be personally delivered to either party or delivered by prepaid certified mail, addressed to Tenant c/o City Auditor at Fargo City Hall, 225 4th Street N, Fargo, ND 58102, or to such other address as is designated in a notice given under this Section and in either manner of delivery with copies sent by regular U.S. Mail to City of Fargo, Attn: City Administrator, Fargo City Hall, 225 4th Street N, Fargo, ND 58102 and to City of Fargo, Attn: Director of Health Dept., Fargo City Hall, 225 4th Street N, Fargo, ND 58102; and to Landlord c/o Nikki Nelson at 474 45th Street S, Fargo, ND 58103, or to such other address as is designated in a notice given under this Section and in either manner of delivery with a copy sent by e-mail to toni@sandinlaw.com. Mailed notice to Tenant or Landlord will be deemed to be delivered two (2) days after the date mailed regardless of whether mailed delivery actually occurs later than said two (2) days. Landlord's statements of Costs and other routine mailings to Tenant need not be sent by certified mail.

31. Governing Law.

This Lease will be construed under and governed by the laws of North Dakota. If any provision of this Lease is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.

32. Entire Agreement.

This Lease contains the entire agreement between Landlord and Tenant regarding the Premises. Tenant agrees that it has not relied on any statement, representation or warranty of any person except as set out in this Lease. This Lease may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises, or of the remainder of the Term, will be valid unless accepted by Landlord in writing.

33. Successors and Assigns.

All provisions of this Lease will be binding on and for the benefit of the successors and assigns of Landlord and Tenant, except that no person or entity holding under or through Tenant in violation of any provision of this Lease will have any right or interest in this Lease or the Premises.

34. Extra Care and Precautions Required by Tenant.

Tenant shall take extra care and shall ensure that any and all necessary precautions are taken and any required cleanup is commenced timely in order to protect both the interior and

exterior portions of the Premises from damage. Tenant shall ensure, on a daily basis, that all interior and exterior areas of the Premises shall be free, and shall remain free, from the following:

- a. Any evidence, trash or remnants of drug or alcohol use, including but not limited to cans, bottles, paraphernalia (including but not limited to things such as needles, pills or pipes);
- b. Any and all signs of homeless activities or remnants of encampments; and
- c. Any and all excretions of any type from humans or pets visible anywhere in, on, or about the Premises.

Tenant will ultimately be held responsible for any and all damages of any kind, including but not limited to smells and stains caused by animals allowed in the Premises under the Animal and Pet Policy-Harm Reduction Division as described in item 18 of Exhibit E (Rules and Regulations) and in Exhibit F.

35. Hazardous Materials; Tenant's Obligations.

The term "Hazardous Materials", as used in this Lease, means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is restricted, prohibited or penalized by any federal, state or local law or ordinance relating to pollution or the protection of the environment ("Environmental Law"). Tenant agrees that (a) no activity will be conducted on the Premises that will produce any Hazardous Material; (b) the Premises will not be used for storage of any Hazardous Materials except as necessary to conduct Tenant's business and as allowed by law; (c) no portion of the Premises or Land will be used by Tenant for disposal of Hazardous Materials; (d) Tenant will not install any underground tanks of any type; (e) Tenant will not cause any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (f) Tenant will not permit any Hazardous Materials to be brought onto the Premises except as necessary to conduct Tenant's business and as allowed by law. If at any time during or after the term of the Lease the Premises are found to be contaminated by Tenant or subject to conditions prohibited in this Lease caused by Tenant, Tenant will indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification will survive the termination or expiration of this Lease.

36. *This Section has been Intentionally Removed.*

37. *This Section has been Intentionally Removed.*

38. Building Rules.

Rules and Regulations for the Premises, Land and Building in effect on the date of this Lease are attached hereto as Exhibit E. Landlord will have the right to adopt different or additional reasonable rules and regulations, and to rescind or amend the attached rules and regulations from time to time. Tenant will abide by the rules and regulations then in force and will cause Tenant's employees to observe and comply with them. If there is a dispute as to whether Tenant is in compliance with the Building Rules, Landlord shall be the party to make the final decision regarding compliance in its sole, but reasonably exercised, discretion.

39. Counterparts and Electronic Signatures.

This Lease and all Exhibits may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed agreement upon request.

40. Rent Incentives.

Any free rent or other rent incentives furnished to Tenant must be re-paid by Tenant if Tenant breaches the Lease or if the Term of the Lease is not fulfilled for any reason ("Rent Incentives"). In the event that Tenant breaches the Lease or does not fulfill the Term, then Tenant shall also be required to reimburse Landlord for the total amount of any unamortized fit-up expenses paid by Landlord (including but not limited to those items listed on the attached Exhibit D, if any) to complete the Premises and also any unamortized brokerage commissions (amortized over the Term).

41. OFAC Compliance.

Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the Lease. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Lease.

42. Representations and Warranties.

Tenant and Landlord each warrant and represent that the party signing this Lease on behalf of each has authority to enter into this Lease and to bind Tenant and Landlord respectively to the terms, covenants and conditions contained herein. Each shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority including,

without limitation, a copy of all corporate resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of Tenant or Landlord. Landlord represents and warrants (i) that Landlord is the sole owner of the Premises, Building, and property and that all consents or approvals required for the execution, delivery and performance of this Lease, have been obtained and (ii) that there is no mortgage, security agreement, deed of trust, or other superior lien affecting the Premises or the Building.

43. Attorneys' Fees and Costs.

If, as a result of any breach or default in the performance of any of the provisions of this Lease, Landlord or Tenant uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor from the breaching party, and if the non-breaching party is the prevailing party in any litigation resulting therefrom or settlement associated therewith, then the non-breaching party shall be entitled to recover from the breaching party any and all reasonable attorneys' fees and expenses incurred by the non-breaching party in connection with such litigation or settlement.

44. Plural; Gender.

Throughout this Lease, wherever the context so requires, the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders.

[Signatures and Acknowledgements to Follow. Remainder of this page left blank intentionally.]

Landlord and Tenant have executed this Lease to be effective as of the date stated in the first paragraph of this Lease.

Date: 12/3/25

Landlord:

Bullinger Enterprises, L.L.P.

Nicole A. Nelson

By: Nicole A. Nelson, General Partner

Date: 11/25/25

Tenant:

City of Fargo, a N.D. municipal corporation

Dr. Timothy J. Mahoney

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear

Angie Bear, Deputy City Auditor

[Acknowledgements follow. Remainder of this page left blank intentionally.]

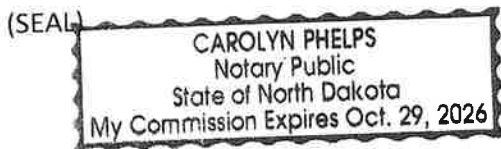
LANDLORD ACKNOWLEDGEMENT:

STATE OF NORTH DAKOTA)
)
 COUNTY OF CASS)

On this 3 day of December, 2025, before me, a Notary Public in and for the State of North Dakota, personally appeared Nicole A Nelson, a general partner of Bullinger Enterprises, L.L.P., on behalf of said limited liability partnership, who acknowledged that (s)he executed the above as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this 3 day of December, 2025.

Caroleyn Phelps
 Notary Public, _____
 MY COMMISSION EXPIRES: _____



TENANT ACKNOWLEDGEMENT:

STATE OF ND)
)
 COUNTY OF CASS)

On this 2 day of December, 2025, before me, a Notary Public in and for the State of North Dakota, personally appeared Angie Bear, the Deputy City Auditor of the City of Fargo, a N.D. municipal corporation, on behalf of said municipal corporation, who acknowledged that he executed the above as his free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this 2 day of December, 2025.

Michelle R Vanyo
 Notary Public, _____
 MY COMMISSION EXPIRES: _____

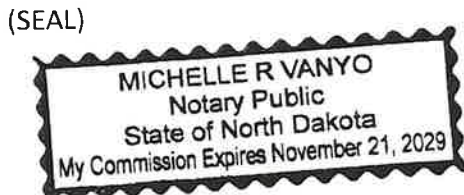


EXHIBIT A

PREMISES

The Premises, which contains approximately 54,500 SF, is depicted below.

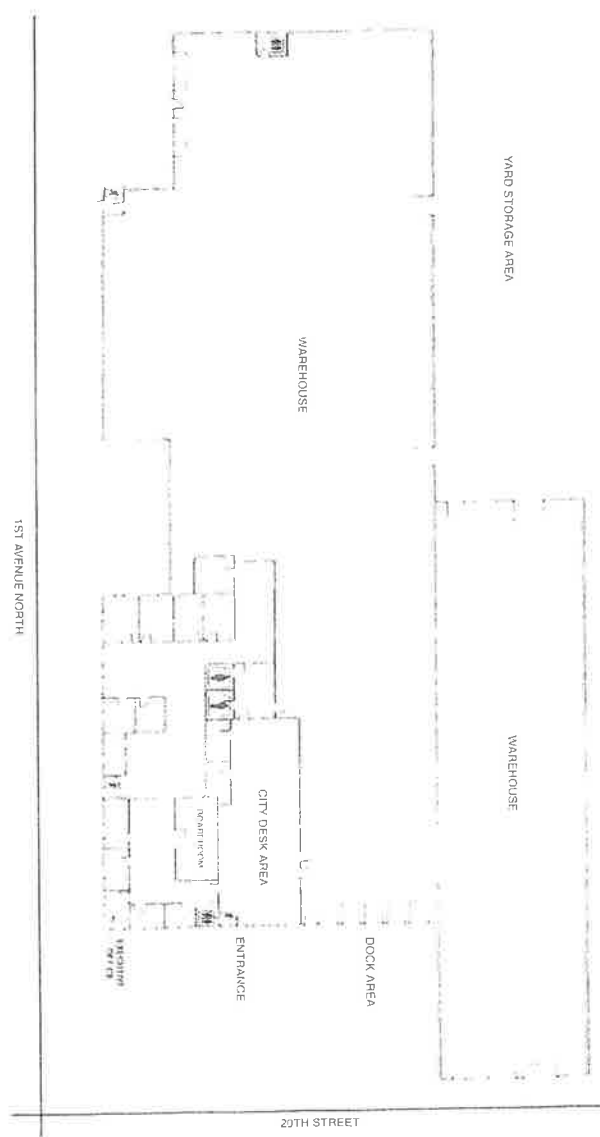


EXHIBIT A-1

OUTSIDE SPACE

The Outside Space is depicted below as the area bordered with a bold black line and filled with black dots. The Outside Space contains approximately 8,615 SF and is included as part of the Premises as more particularly described in Section 1(b) of the Lease.

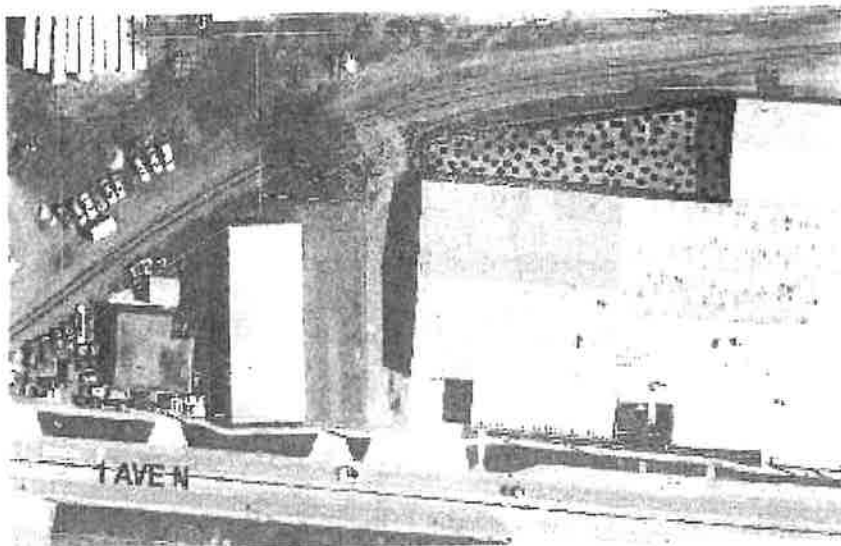


EXHIBIT B

LAND

(Legal Description)

The legal description of the Land was copied from an attorney-prepared title opinion of the abstract. The Land is deemed to contain approximately 2.22 acres and is further described below:

Lots Eleven to Twenty-three, both inclusive, Block Twenty; Lots Eleven to Thirteen, both inclusive, Block Twenty-one, and those portions of Lots Ten and Twenty-four, Block Twenty, and Lot Ten, Block Twenty-one, which lies South of a line described as follows: Beginning at a point on the East line of said Block Twenty, located 102.1 feet North of the Northeast corner of Lot Twelve, in said Block Twenty; thence South 87 degrees 00 min West 308.21 feet; assuming the said East line of Block Twenty being a due North-South line; thence Southwesterly on an 8 degree 17 min curve to the left 198.25 feet, more or less, to the intersection with the Northerly line of Lot Sixteen, in said Block Twenty-one, said point of intersection being 18 feet, more or less, Easterly of the Northwest corner of said Lot Sixteen, and said point of intersection also being the end of the above mentioned line; all situate in Tyler's Addition to the City of Fargo, Cass County, North Dakota.

EXHIBIT C

NOTED DAMAGE TO PROPERTY

[To be completed by Tenant and Tenant's real estate broker prior to Tenant's occupancy of Premises, with completed copy provided to Landlord along with digital photos showing any damages listed below.]

1. NONE.

EXHIBIT D

IMPROVEMENTS

Landlord Improvements

Landlord agrees to complete Landlord Improvements as follows:

Fit up: Landlord agrees to take responsibility for engaging design professionals to design certain fit up to suit the Tenant's intended use of the Premises. No such fit up will be commenced without the Tenant's approval of the proposed fit up. Landlord and Tenant will coordinate with each other and cooperate as to fit up design and implementation.

The costs of the fit-up are to be paid first from certain donated funds contributed to, and held by, the FM Area Foundation ("FMAF") in a separate fund established for such purposes, if allowable by the FMAF. To the extent actual costs of the fit up exceed the available donations held in said separate FMAF fund, Tenant will be responsible for such costs, to be paid by Tenant either by advancing funds to the Landlord in such amount or amounts as may be needed to allow the Landlord to make payments for said costs or, to reimburse the Landlord for previously unreimbursed payments advanced by the Landlord. Also, to the extent permitted by law, and in coordination with the Landlord, Tenant may opt to make direct payments to providers for fit-up costs in lieu of making advances and reimbursements to Landlord as described. Landlord and Tenant will cooperate in providing the FMAF with any documentation reasonably required by FMAF to support any requested payment. Tenant shall indemnify and hold landlord harmless for all such Costs of said approved fit up.

Tenant Improvements

Subject to the arrangements for fit-up as described above, Tenant agrees to accept the Premises in "as-is" condition except for the above items that Landlord has agree to do, if any. Tenant agrees to complete all other improvements to the Premises including, but not limited to, the following at Tenant's sole cost and expense and agrees to do so in accordance with the terms of the Lease:

1. All telecommunications hardware, equipment and wiring, including but not limited to, telephone, computer, fiber optic, internet, camera or other security systems and any and all other communications needs, shall be approved in advance and in writing by Landlord, but be paid for at the sole expense of Tenant.
2. Tenant is responsible for the cost of any entry door lock changes.
3. Any desired break-room appliances shall be provided by and at the expense of Tenant.
4. All desired improvements to the Premises above and beyond that listed above as being provided by Landlord.

EXHIBIT E

RULES AND REGULATIONS

1. Tenant will not use the Premises in any manner which conflicts with any law, ordinance, or governmental rule or regulation now or subsequently in force.
2. Tenant will not install any awnings or other attachments or structures on the exterior of the Building without first obtaining prior written approval from Landlord.
3. Blinds, curtains, draperies or any other window treatments or coverings will not be installed in the Premises without first obtaining prior written approval by Landlord of the exterior color and material.
4. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
5. Tractor-trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use.
6. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary products (i.e. napkins, tampons); tea bags, cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other items which the same are not designed to receive.
7. Tenant shall not permit or suffer any advertising medium to be placed on exterior walls or windows, on the sidewalks or on the parking lot areas or light poles. No permission expressed or implied is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Building, or anywhere outside the Premises.
8. Tenant shall not permit or suffer the use of any advertising medium that can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent.
9. Recognizing that the permitted use expressly stated in Section 8 and otherwise referenced in this Lease, Tenant shall not permit or suffer any portion of the Premises other than the portion of the Premises that is used as the engagement center to be used

for housing, sleeping, lodging or extended stay purposes, or for any immoral or illegal purpose.

10. Tenant shall not, in or on any part of the common areas*:

- a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever except with respect to the extent that such activities are legitimately associated with the operations of the engagement center and the support services provided or with other authorized uses as described in Section 8.
- b. Exhibit any sign, placard, banner, notice or other written material, except for activities related to the permitted use of the Premises as described in Section 8 or as approved in writing by Landlord.
- c. Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Landlord.
- d. Solicit membership in any organization, group or association or contribution for any purpose.
- e. Create a nuisance.
- f. Create litter or hazards of any kind.
- g. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement located on or about the Land or Building, or other tenant's customers, business invitees or employees situated within the same.

* The parties recognize and agree that so long as the entire Building is under this Lease and there is no subtenant of a portion of the Building, as referenced in Section 21 (Assignment and Subletting), then the Building will not contain any hallways or other areas that are "common areas" as referenced herein.

11. Tenant shall not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air-conditioning outlets so as to prevent any personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be at Tenant's cost. Any lighting and air conditioning equipment servicing multiple areas of the Building (not just the Premises) will remain in the exclusive control of the Landlord or its building designated personnel.
12. Tenant shall comply with parking rules and regulations as may be posted and/or distributed from time to time.

13. Tenant will not connect any apparatus, equipment or device to the water lines in the Building without first obtaining the written consent of Landlord.
14. Tenant will not operate or permit to be operated in the Premises any musical or sound producing instrument or device which interferes with other tenants of the Building, or which can be heard outside the Premises at a sound volume about which a reasonable person may justifiably complain under city ordinance.
15. Tenant will not bring into the Building any pollutants, contaminants or hazardous materials or any items likely to cause fire or explosion.
16. Tenant shall keep the Premises at a temperature compatible with comfortable occupancy during business hours and at all times sufficiently high to prevent freezing of water in pipes and fixtures, and promptly notify Landlord if there is a danger of freezing pipes and the temperature controls are not under the direct control of Tenant.
17. Tenant shall keep the signs, exterior lights and display window lights of the Premises lighted each and every day of the Term during the hours designated by Landlord.
18. No animals, including but not limited to birds, reptile or mammals, shall be brought into or kept in or about the Building other than as service animals as described by North Dakota law or animals that (a) are in compliance with the City of Fargo Harm Reduction Division policy for the allowing of animals into the facilities operated by and under the Harm Reduction Division and (b) are in the direct control and possession of an individual intending to enter the engagement center portion of the Premises which individual has acknowledged said policy and who has agreed to abide by such policy. A copy of said policy is attached hereto as Exhibit F. Tenant will ultimately be held responsible for any and all damages of any kind, including but not limited to smells and stains, caused by animals allowed in the Premises under this exception to Landlord's rules.
19. Tenant will refer to Landlord all contractors or installation technicians rendering any service for Tenant for approval by Landlord before any contractual services are performed. This will include but is not limited to installation of telephone or telegraph equipment, electrical devices and attachments, and any installations affecting floors, walls, woodwork, trim, windows, ceilings, equipment or other portions of the Building.
20. The work of the janitor or cleaning personnel (in the common areas) will not be hindered by Tenant, and the exterior windows may be cleaned at any time. Tenant will provide its own dumpsters and waste and rubbish receptacles for its own use.
21. Landlord will not be responsible for any property, equipment, money or jewelry lost or stolen from the Premises.
22. Any damage in connection with the moving or installing of Tenant's trade fixtures, furniture, equipment, appliances or other articles will be paid for by Tenant.

23. Landlord may permit entrance to the Building by use of pass keys controlled by Landlord or its employees, contractors or service personnel, for the purpose of performing required services in the Office Portion or designated common areas of the Building.
24. In the event of any discrepancy or inconsistency between these rules and regulations and any provision of the Lease, the provision in the Lease shall govern and control.
25. In the event, any violation of any of the above rules and regulations continues after five (5) days following receipt of written notice by Tenant of such violation, beginning on such fifth day Tenant shall be in default of Lease. In addition to all other remedies of Landlord provided in the Lease for default by Tenant, Tenant shall pay liquidated damages of One Hundred Dollars (\$100.00) per day for each day such violation continues.

EXCEPT AS OTHERWISE PROVIDED HEREIN, LANDLORD RESERVES THE RIGHT TO MODIFY OR RESCIND ANY OF THESE RULES AND REGULATIONS AND TO MAKE SUCH OTHER OR FURTHER REASONABLE RULES AND REGULATIONS AS IT DEEMS IN IT'S REASONABLE JUDGMENT SHALL FROM TIME TO TIME BE NECESSARY OR ADVISABLE FOR THE OPERATION OF THE BUILDING, WHICH RULES AND REGULATIONS SHALL BE BINDING UPON EACH SUCH TENANT IN THE BUILDING UPON THEIR NOTIFICATION OF SAID FURTHER RULES AND REGULATIONS.

EXHIBIT F

ANIMAL AND PET POLICY – HARM REDUCTION DIVISION

Fargo-Cass Public Health (City of Fargo)

Policy is attached.

The Harm Reduction Division of Fargo Cass Public Health includes the following programs:

- Gladys Ray Shelter (GRS)
- Downtown Engagement Center (DEC)
- Mobile Outreach (MOP)
- Withdrawal Management Unit (WMU)
- Harm Reduction Center (HRC)

Harm Reduction Division programs understand that pet ownership can be a significant barrier to accessing essential services. Our goal is to support guests and their animals by providing a safe, stable environment while ensuring the welfare of all residents (human and animal) and complying with all applicable animal welfare laws, including the principle of "Duty of Care" outlined in the Animal Welfare Act.

Definitions

Person or Individual with a Disability: A person who has a sensory, physical or mental impairment that limits one or more major life activities, including but not limited to walking, talking, seeing, breathing, hearing, or living independently.

Pet: A domesticated animal kept for pleasure or companionship. Pets are not considered service or emotional support animals.

Service Animal: Any dog or other common domestic animal individually trained to do work for or perform tasks for the benefit of a qualified person with a disability. The "training" of a service animal need not be formal or professional, nor result in any special license or certification. Examples of service animals include guide dogs to help people with visual impairments; hearing/signal dogs to assist people who are deaf or hearing impaired; warning dogs to assist people with epilepsy; psychiatric service animals trained to do work or perform tasks for individuals with psychiatric disabilities (e.g. providing counterbalance/bracing for participant's dizziness resulting from psychotropic medication); and other animals that have been trained to assist individuals with a mobility or health impairment, in performing tasks including, but not limited to, carrying, fetching, opening doors, and ringing doorbells. A service animal is not a pet.

Emotional Support Animal: An animal that helps an individual with psychiatric disabilities manage or alleviate the symptoms of those disabilities, by providing therapeutic nurture, comfort and support. Emotional support animals are not required to have specialized training.

Harm Reduction Division Program Policies

Both service and emotional support animals and pets are eligible to come into the buildings where services are provided (DEC, GRS, HRC, etc.). Upon entry into a program the participant must be advised of the following:

- All animals must be registered with the program.

- The animal must display behavior that is appropriate for a communal living space and will be held to the same standards as all residents. If the animal displays inappropriate (e.g. aggressive or destructive) behavior, the animal will be assessed and provided with resources to assist with the issue. If the behavior does not improve, the animal may be provided with temporary housing resources outside of the shelter. Participants may be required to remove their animals for any of the following reasons:
 - The animal's behavior poses a direct threat to the safety of others and the threat cannot be eliminated by a reasonable modification.
 - The animal is disruptive and interfering with the program and the participant does not take effective action to control it.
 - The animal is creating an unsanitary condition.
- Participants are responsible for taking care of their animal. This includes:
 - The animal must have food and fresh water.
 - Dogs must be walked on a daily basis.
 - Waste material is to be picked-up and properly disposed. Talk to a staff person if you need bags for this.
 - The animal must be kept clean – e.g. bathed one time per week or as needed; the participant is responsible for cleaning the bathroom tub or sink if used for animal washing.
 - Crate/carriers must be washed on a weekly basis or as needed.
 - Participants must keep their animal current with any required vaccinations (proof is required) and attend to any medical needs that their animal may have.
- Animals must be free of fleas and other pests.
- Owners must agree to store food for their animals in designated areas and may not to leave food or water for their animal outside of their dwelling where it may attract other animals.
- Participants must feed, water, clean, exercise and cleanup after their animal.
- All animals must be appropriately contained. For example, dogs must be on a leash or in a crate while indoors and cats must be carried or kept in an appropriately sized crate/carrier when outside the participant's dwelling.
- Animals must be in a crate if left unattended. If the owner allows another participant to watch the animal while they are off site, this decision is solely the responsibility of the owner and the animal's behavior remains the responsibility of the owner.

- The animal's owner is accountable for providing for and taking care of the animal. The shelter does not assume any liability for the animal while it is in the shelter.
- Owners must have an identified emergency care person.
 - Owners must provide the name and contact information of an emergency care person who will take care of their animal in the event that the owner is in the hospital, jail, or otherwise indisposed.
 - Animal control will be contacted if the emergency care person is unable to be contacted or unwilling to care for the animal.

The following are recommendations for the animals before entering the shelter. If animals do not meet these suggested policies, a staff member is able to provide information about low-cost/free resources (when available) for animals to receive these services:

- Pets should have a current vaccinations (e.g. rabies).
- Dogs and cats should be spayed/neutered.
- If applicable, participants should register their animal as a service animal or emotional support animal as it may facilitate the process to obtain permanent housing.

Service Animals

Guests may request permission to be accompanied by a service animal. Service animals are individually trained to do work or perform tasks for people with disabilities. When it is not obvious what service an animal provides, staff should limit inquiries to the following two questions:

- Is the animal required because of a disability?
- What work or task has the animal been trained to perform?

Staff should not ask about the person's disability or ask that the animal demonstrate its ability to perform the work or task. Participants that require the assistance of a service animal are not required to provide any form of documentation. Participants that require the assistance of an emotional support animal may be required to provide documentation from a medical provider, psychologist, social worker, non-medical service provider, peer support group member, or other reliable third party that the participant has a disability and that the animal provides support that alleviates a symptom or effect of their disability. A determination regarding whether any documentation for an emotional support animal is required will be considered on a case-by-case basis. If the client answers 'yes' to either of the questions, they are entitled to be accompanied by the service animal pending immunization verification of the following:

- Rabies Certification

- Spray/Neuter Certification (if applicable)

Common expectations for pet-owning guests to be posted in each facility

If a shelter allows pets, guests are usually required to follow specific rules of care and responsibility. These may include:

- Constant control: The owner must keep the animal under control at all times, including minimizing noise and preventing aggressive behavior.
- Leash or harness: The pet must always be on a leash or harness, unless the device interferes with the work of a service animal.
- Confinement: If the pet must be secured in the guest's designated area, such as a cubicle or room, the shelter may require the use of a crate or kennel.
- No unattended pets: Guests are typically not allowed to leave their animals unattended.
- Housing and feeding: Owners must provide daily food and water for their pet in a designated area. The shelter may offer pet supplies or gift cards to assist with the cost.
- Potty training: The animal must be housebroken, and the owner must take the pet to an appropriate location to relieve itself regularly.

Animal Cruelty and Welfare Offenses

In accordance with the principles of the Animal Welfare Act, All Harm Reduction Division programs/buildings maintain a zero-tolerance policy for animal cruelty or neglect. Inflicting serious cruelty on animals or failing to provide an animal's basic needs constitutes a welfare offense, which may result in prosecution.

My designated emergency care person is: _____ who can be reached at the following address and telephone number:

I understand the shelter guidelines for service/emotional support animals. I know that I can be required to remove my animal from the shelter if I do not follow the Participant Animal Guidelines.

Participant's name (**print**)

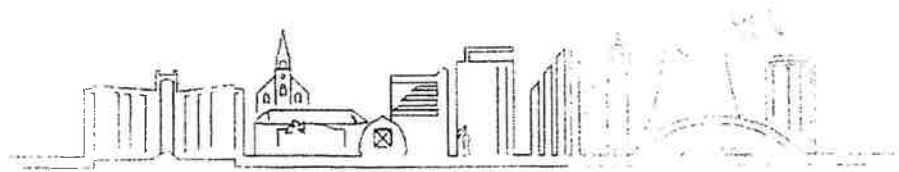
Participant's signature

Staff's signature

Date

More information:

https://www.hud.gov/program_offices/fair_housing_equal_opp/ReasonableAccommodations
15



Fiscal Sponsorship Agreement

On Oct. 24, 2025 Fargo-Moorhead Area Foundation (Foundation) determined that sponsorship of the Resource and Recovery Center - Fargo (Grantee), for its identified project would be consistent with its goals. Therefore, the Foundation has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Grantee subject to the following terms and conditions:

1. The Grantee designates Brenda Derrig/Michael Redlinger (name) to act as authorized official. The authorizing official shall act as principal of the grantee's daily business with the Foundation and shall have authority to request disbursements from the fund. The authorized official should have decision-making authority for the grantee.
2. Grantee shall provide the Foundation with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to the Foundation, showing Grantee's separate existence as an organization.
3. Grantee shall use the grant solely for the project described in Schedule "1" attached, and solely in accordance with the approved project budget. Grantee shall repay to the Foundation any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation. If Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of grant funds. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
4. Grantee may solicit gifts, contributions and grants to the Foundation, earmarked for the Foundation's restricted fund for this project. Solicitation of gifts is limited to individuals and entities located in MN and ND. Any plans to solicit outside of these two states must be approved by Foundation prior to the solicitation. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising and marketing materials are subject to the Foundation's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via the Foundation's restricted fund shall be executed by the Foundation. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
5. The Foundation will assess administrative and investment management fees against this Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the administration of the Fund.



FM Area Foundation
409 7th St. S. Fargo, ND 58103
701.234.0756
areafoundation.org

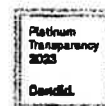


Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.

6. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of the Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
7. Grantee shall submit a **Fiscal Sponsorship Fund Disbursement Form** with each request for dollars. This form will describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with the grant funds. The form will also provide documentation on the Grantee's compliance with the terms of this grant.
8. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Foundation and Grantee.
9. Grantee shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
10. Grantee shall notify the Foundation immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
11. The Fund created to support this project is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.
12. Grantee shall allow the Foundation to review and approve the content of any proposed publicity concerning the sponsored project prior to its release and recognize the Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
13. Grantee shall allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of financial support provided to the project, any photographs provided to the Foundation, any logo or trademark belonging to the project, and other information and materials about the project.
14. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arising from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota applicable to agreements made and to be performed entirely within such State.
16. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.
17. Grantee agrees to obtain liability insurance prior to holding any events and agrees to provide Foundation with proof of insurance.



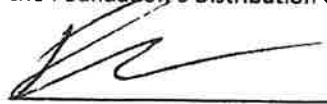
FM Area Foundation
409 7th St. S. Fargo, ND 58103
701.234.0756
areafoundation.org

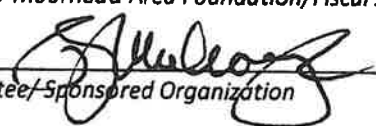


Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.

Foundation will collect a 2.125 % administrative through fee, along with any credit card charges accumulated because of the activities relating to Grantee's project unless a donor chooses to pay the processing fee when making their online donation. The Foundation will receipt donations and pay approved expenditures within two weeks.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the 24th day of October, 2025. This agreement expires one year from the date of signature, on the 24th day of October, 2026. Upon expiration of the agreement, if no other agreement exists, the Foundation will grant remaining dollars to either the Grantee's project for remaining charitably related costs or if the Grantee has acquired their 501(c)(3), all dollars will be granted to the charitable entity. If project ceases to exist in any form, the remaining dollars will be granted to a 501(c)(3) of similar purpose, as decided by the Foundation's Distribution Committee.


Fargo-Moorhead Area Foundation/Fiscal Sponsor 10/24/25
Date


Grantee/Sponsored Organization 10/27/2025
Date



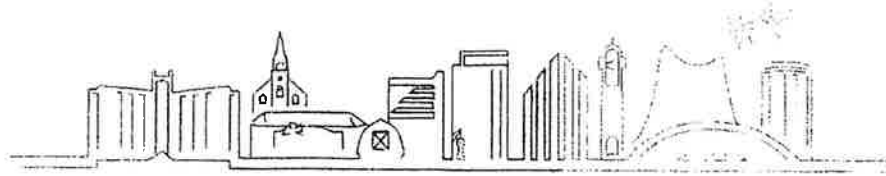
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701.234.0756
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Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.



FM Area Foundation
Connecting people and purpose



Resource and Recovery Center - Fargo **GRANTEE/PROJECT FOR FISCAL SPONSORSHIP**
Schedule "1"

The purpose of the Grantee's mission and project description is:

The Engagement Center (known as the Resource and Recovery Center) is the metro's low barrier service center to serve adult community members. People can access a network of services for permanent housing and find resources for immediate needs; such as water, food, showers, laundry, storage, and internet services. The center houses partner agencies that provide services to connect resources for housing, mental health, substance abuse disorder, employment, case management and other critical services to achieve long-term stability. The Engagement Center's current site is an existing three story building in the downtown for a total of 17,280 SF. The vision is to move to a one-story location, that is accessible and safer for service providers to program activities to service the people and community with a more specific user fit-up. An open floor plan concept allows for multi-use flexible space, allowing for better security and human focused design for better care outcomes.

The following items will qualify for fiscal sponsorship grants from the fund:

Any expenditure must align with the project's charitable purpose and benefit to the public, as described above. Examples may include:

Planning & Pre-Development Costs: Architectural & Engineering Fees, Environmental & Feasibility Studies, Permit & Zoning Fees, Legal & Consulting Fees
Purchasing/Lease Costs Construction & Infrastructure: Construction Labor & Materials, Site Preparation, Utility Installations, Safety & Accessibility Features
Equipment & Fixtures: Permanent Fixtures, Technology Infrastructure, Sustainability Upgrades Post Construction: Landscaping & Site Enhancements, Furnishings & Equipment, Final Inspections & Certifications

The following items will not qualify for fiscal sponsorship grants from the fund:

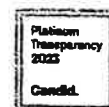
- Personal Expenses • Lobbying or Political Activities • Unrelated Business Expenses
- Non-Charitable Fundraising Activities • Gifts and Grants to Non-Charitable Organizations
- Private Benefit • Capital Expenditures Without Approval • Excessive Administrative or Overhead Costs

Grantee/ Sponsored Organization

10/27/2025
Date



FM Area Foundation
409 7th St. S. Fargo, ND 58103
701.234.0756
areafoundation.org



Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.



This Administrative Fee Agreement ("Agreement") is made and entered into as of the Effective Date by and between FM Area Foundation, a nonprofit organization ("Sponsor"), and City of Fargo, Community Engagement Center ("Project"). This Agreement is intended to supplement the Fiscal Sponsorship Contract between the parties and to establish the terms of the administrative fee associated with the fiscal sponsorship arrangement.

1. Administrative Fee

The Project agrees to pay the Sponsor an administrative fee established in the Fiscal Sponsorship Agreement which shall be assessed on all funds received on behalf of the Project. This fee covers administrative services provided by the Sponsor, including but not limited to financial management, compliance oversight, and operational support.

2. Fee Adjustment & Renegotiation

The administrative fee is subject to review and may be adjusted upon renewal of the Fiscal Sponsorship Contract. Any adjustments will be determined by mutual agreement between the Sponsor and the Project and will be documented in a written amendment to this Agreement. Factors influencing fee adjustments may include changes in the scope of services, operational costs, or regulatory requirements.

3. Renewal & Notification

Prior to the expiration of the current term of the Fiscal Sponsorship Contract, the Sponsor will provide written notice to the Project regarding any proposed administrative fee adjustments. The Project will have the opportunity to discuss and negotiate any changes before the renewal of the Fiscal Sponsorship Contract.

5. Agreement Duration

This Agreement remains in effect for the duration of the Fiscal Sponsorship Contract and is subject to renegotiation upon renewal.

6. Acknowledgment & Acceptance

By signing below, both parties acknowledge and agree to the terms of this Agreement.

Sponsor:

[Signature]
FM Area Foundation

Title: CEO

Date: 10/24/2025

Project:

[Signature] Resource & Recovery Center -
City of Fargo Community Engagement Center

Title: Assistant City Administrator

Date: 10-13-2025



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409 7th St. S. Fargo, ND 58103
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Mission: We help donors maximize their philanthropy to create a vibrant community full of opportunities for everyone.

[Signature]
Title: [Signature]
Date: 10/24/25



ASSESSOR'S OFFICE

Fargo City Hall 225 4th
Street North Fargo, ND 58102-4817
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

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

RE: Computer Assisted Mass Appraisal (CAMA) System Solution (RFP25088)

Dear Commissioners:

The Assessors Department is seeking approval for an agreement pertaining to the CAMA software project. On the October 27, 2025, City Commission authorized the award for this project to Catalis Tax & CAMA, Inc.

Enclosed please find the finalized agreement for a Computer Assisted Mass Appraisal (CAMA) System Solution.

Your consideration is greatly appreciated in this matter.

Sincerely,

Michael Spionkowski
City Assessor

SUGGESTED MOTION:

Approve the contract with Catalis Tax & CAMA, Inc. for a Computer Assisted Mass Appraisal System Solution (RFP25088).



Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 0068Z00001ZaitBQAR
Order Form Date:10/20/2025

ORDER FORM

CUSTOMER INFORMATION

Customer: City of Fargo, ND Phone: (701) 241-1331
 Primary Contact: Michael Splonskowski Address: 225 4th Street North, Fargo ND 58102
 msplonskowski@fargond.gov,
 System Administrator: Nick Lindhag,
 nlindhag@fargond.gov
 Billing Contact: Michael Splonskowski, ACH: ☐
 Billing Email: msplonskowski@fargond.gov PO Required: ☐ PO No.: _____
 Billing Phone: (701) 241-1331 Tax Exempt: ☐

Catalis Representative: Todd Bergren, tbergren@catalisgov.com, (386)747-9750

TERM

Subscription Start Date: 01/01/2026

The Subscription Start Date is the date the Software will be provisioned to the System Administrator. The Initial Term of the Subscription shall begin on the Subscription Start Date and will continue for five (5) years ("Initial Term"). Upon completion of the Initial Term, the Order Form shall automatically be renewed for a subsequent annual twelve (12) month term(s).

BILLING SUMMARY

- Software Subscription Fees and Recurring Professional Services Fees shall be billed up on the Subscription Start Date and annually in advance thereafter.
- Professional Services Fees shall be billed monthly for work incurred in the preceding month.
- Invoices shall be due and payable within thirty (30) calendar days following invoice by Catalis.
- Any Recurring Fees will increase annually by the greater four percent (4%) or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.

PRICING

Pricing below is valid through 12/31/2030. Pricing is subject to change after this date.

1. Software Subscription Fees

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| CAMA Enterprise - SAAS Enterprise CAMA Subscription | \$60,000 | \$62,400 | \$64,896 | \$67,492 | \$70,192 |
| CAMA Enterprise Web Data Publishing - SAAS WebPro Subscription | \$5,000 | \$5,200 | \$5,408 | \$5,625 | \$5,850 |
| CAMA Enterprise Marshall and Swift - SAAS Corelogic/M&S Module Subscription | \$7,000 | \$7,280 | \$7,572 | \$7,875 | \$8,190 |
| Total Subscription Fees | \$72,000 | \$74,880 | \$77,876 | \$80,992 | \$84,232 |



Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 0068Z00001ZaitBQAR
Order Form Date: 10/20/2025

2. Professional Services Fees

| Description | Hours | Rate | Amount |
|---|-------|------|---------------------|
| CAMA Enterprise - Implementation | | | |
| Standard implementation of the Catalis Enterprise CAMA suite products listed above. | NA | NA | \$261,431.00 |
| Total Services Fees | | | \$261,431.00 |

If Catalis anticipates any aspect of the Professional Services to exceed the above estimate(s) by ten percent (10%) or more, Catalis will advise Customer, and secure a written agreement to proceed with said overage. Customer agrees to pay Catalis for any overage hours at the same rate(s) quoted and according to the terms of this Work Order.

TERMS AND CONDITIONS

The Agreement contains the following, listed in order of appearance:

This Order Form

The Master Software Subscription and Services Agreement

<https://catalisgov.com/master-software-subscription-and-services-agreement/>

The Service Level Agreement and Support Terms

<https://catalisgov.com/saas-service-level-agreement-and-support-terms/>

Schedule A: Software Description and Scope of Use

Schedule B: Professional Services Scope of Work, if applicable

In the occurrence of a conflict between any of the above with one another, this Order Form shall control.

General Notes:

- Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- The Parties agree to keep all aspects of this agreement confidential to the extent permitted by law.
- Order Form line items represent estimates based upon initial evaluation of project complexity and duration. The actual time to complete the scope of work may vary. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form.
- Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included. Any cost for future Professional Services, customizations, modifications, or integrations shall be provided at the Catalis standard calendar-year hourly services rate (\$225 for 2025). The Statement of Work shall be subject to the terms of this Agreement.

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

City of Fargo:

Catalis Tax & CAMA, Inc.:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____



Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 0068Z00001ZaitBQAR
Order Form Date:10/20/2025

SCHEDULE A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This section provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

CAMA Enterprise SaaS Software



SCHEDULE B: PROFESSIONAL SERVICES SCOPE OF WORK

Description of Services

Following the execution of the agreement, the Catalis project manager will schedule a project kickoff meeting with the City. This meeting will serve as the official start of the project.

At the project kickoff, Catalis will provide an overview of the project and identify critical management items including meeting cadence, status report content and frequency, and document repository(ies). After the meeting, minutes will be loaded to the project document repository.

The first step after the project kickoff meeting will be for Catalis and City project managers to finalize project management and governance documentation including, but not limited to:

- Project Management Plan (PMP)
- Project Schedule
- Project Charter
- Communication Plan
- Risk Management Plan

It will be critical to identify all stakeholders at this point to ensure they can be properly engaged and informed throughout the project. Stakeholders will be grouped and organized into a roles and responsibilities (RACI) matrix.

Catalis will develop a mutually agreeable Implementation Master Schedule (IMS) after discussion and collaboration with the City at the kickoff meeting. The schedule will be developed with the best available knowledge at the time considering the City's assessing business cycle.

The IMS will be logically organized into project phases with tasks and sub-tasks, each having both baseline and actual start and end dates. After the project kickoff meeting, Catalis will provide a revised IMS that will serve as the foundation for schedule management on the project. The IMS will be maintained in Microsoft Project and will be updated monthly.



MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

Software as a Services (SaaS) Terms & Conditions

This Agreement governs the Terms and Conditions by which You desire to acquire Catalis' performance of Services (the "Services" or "Service") as set forth in the Order Form ("Order Form"), this Agreement, the Service Level Agreement And Support Terms ("SLA") and Schedules, as applicable, of this Agreement (the "Schedules.") Any Service not identified in the Order Forms will require a new agreement or order form between You and Catalis detailing additional requested Services. Capitalized terms have the definitions set forth in this Agreement. The "Effective Date" of this Agreement is the date on the Order Form unless the Order Form specifies a different Effective Date. Customer and Catalis may each be referred to individually as a "Party" and together as the "Parties."

1. Definitions.

The following definitions shall apply in this Agreement:

1.1. Confidential Information. All information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally, in writing, electronic, or otherwise that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Catalis Confidential Information includes the Software and associated Services; and Confidential Information of each Party includes the terms and conditions of this Agreement and all schedules (including pricing) in an Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.

North Dakota public records law, N.D.C.C. ch. 44-04 shall control records release at all times

1.2. Customer Data. All data of Customer, whether proprietary or non-proprietary to Customer, provided to Catalis by Customer for the purpose of providing Services.

1.3. Customer Materials. All materials supplied by Customer in connection with this Agreement.

1.4. Deliverables. Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Catalis ("Catalis Deliverables") or Deliverables required from Customer ("Customer Deliverables"). Catalis Deliverables shall include, without limitation, all items described in the Order Form.

1.5. Documentation. The written description of the functions and use of the Software.

1.6. Error. (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.7. Functional Specifications. The functions and/or criteria for the Software described as Documentation related to the Software or as described in an Order Form.



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1.8. Intellectual Property. All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.

1.9. New Product. Any change or addition to Software, Services and/or related Documentation that: (i) has a value or utility separate or different from the use of the Software, Services, and Documentation; (ii) may be priced and offered separately from the Software, Services, and Documentation; and (iii) is not made available to Catalis' customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Catalis shall be final, binding, and conclusive.

1.10. Statement of Work ("SOW"). The Schedule, Exhibits, or Addenda to this Agreement or an Order Form that provide the written description and specifications for the services to be provided by Catalis to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.

1.11. Software. The Catalis software supplied by Catalis pursuant to this Agreement as described in an Order Form or SOW. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Catalis of the additional fees and under additional terms and conditions, if required by Catalis.

1.12. Software Acceptance Date. The date of acceptance of the Catalis Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.

1.13. Taxes. All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

1.14. Test Validation Criteria. The acceptance criteria for the Catalis Deliverables pursuant to the normal implementation methodology applied by Catalis, or as agreed by the Parties in the Statement of Work.

1.15. Warranty Period. The thirty (30) calendar day period commencing on the installation of the Software.

2 Subscription License.

2.1. License. Catalis grants the Customer a license to access and use the Catalis Software and Catalis Deliverables described in the SOW, Order Form, or this Agreement during the Term of this Agreement and in accordance with the terms and conditions of this Agreement. As part of the subscription by Customer, Catalis will perform the Services described in the SOW and this Agreement.

2.2. Scope of License Limited. The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in the SOW, this Agreement, or an Order Form. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Catalis in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.

2.3. Additional Services. Customer may subscribe to additional Services in a subsequent Order Form which shall also be subject to the terms of this Agreement.



2.4. Restrictions. Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Catalis Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

2.5. Installation at Customer's Location or Designated Data Center. The Services will be hosted at and operated from a third-party data center. The data center will meet industry standard certifications or processes for data security.

3. Fees, Installation Charges, and Taxes.

3.1. Subscription Fees. The Subscription Fees for the Services are set forth on the Order Form. Subsequent orders shall be at the fees in effect at the time of receipt by Catalis of any subsequent Order Form which identifies additional software to be included under this Agreement. Catalis will give notice to Customer of any fee increases for a renewal term after the Initial Term as defined below.

3.2. Expenses. As required by this Agreement, Customer will reimburse Catalis at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses for the performance of this Agreement. Meals will be billed at the applicable GSA per diem rate.

3.3. Taxes. Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Catalis) and other fees or assessments incurred as a result of the use of the Software by Customer. If Customer is a duly incorporated entity which is exempt from taxation, Customer shall not be liable for taxes payable by Catalis for the Services.

3.4. Currency. All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. Delivery and Acceptance.

4.1. Delivery, Testing and Installation. Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including any specified delivery schedule set forth therein. Testing of Catalis Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) calendar days following initial delivery to Customer. Within thirty (30) calendar days following completion of testing of the Catalis Deliverables, Catalis shall install the Catalis Deliverables at the hosting facility for acceptance testing.

4.2. Acceptance. Within ten (10) ~~calendar~~ business calendar days following completion of User Acceptance Test (UAT), Customer shall either: (i) accept the Catalis Deliverables in writing; or (ii) reject the Catalis Deliverables and provide Catalis with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Catalis will correct any Error and redeliver the Catalis Deliverables to Customer within thirty (30) calendar days following receipt of the statement of Errors. Customer shall, within ten (10) calendar days following such redelivery, accept or reject the redelivered Catalis Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) calendar day periods specified herein shall be deemed to be acceptance by Customer of the Catalis Deliverables.

5. Payment.

5.1. Fees for Initial and Renewal Subscription Services. Payment of Software subscription fees, installation fees, and other fees on the Order Form will be made as provided in the Order Form. All Fees will be billed annually

in advance and are due thirty (30) calendar days after the date of the invoice. Unless Catalis provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of four 4% or the increase in the CPI for the prior calendar year, or as stated in the Order Form. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982–84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.

5.2. Fees for Subsequent Software Subscription. Payment of subscription fees, installation fees, and other fees to Catalis will be as specified on any subsequent Order Form as agreed to by the Customer.

5.3. Ancillary Charges and Out of Pocket Expenses. All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Catalis (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) calendar days following invoice by Catalis.

5.4. Failure of Payment. In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6. Warranty, Exclusions, and Disclaimer.

6.1. Services Warranty. Catalis warrants that the Services shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Catalis' sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Catalis during the Warranty Period.

6.2. Warranty Exclusions. The foregoing warranties do not apply to any (i) damage arising from any cause beyond Catalis' reasonable control, including improper operation or use or misuse of Software by Customer, (ii) Errors caused by software or hardware not supplied by Catalis, or (iii) problems due to Customer's operating environment, including, without limitation, temperature, humidity, dust, or static charge. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, CATALIS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CATALIS LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

7. Functional Specifications.

Customer understands that Functional Specifications shall be defined in accordance with Catalis standard applications and that any application and/or communication and/or functions not currently supported by Catalis or included in this Order Form shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Catalis.

8. Training.

Catalis shall provide training in the operation and maintenance of the Services. The number of training days is described in the Order Form. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Catalis' then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Catalis' facilities.

9. Restrictions Upon Disclosure of Confidential Information.



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9.1. **Protection.** Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement and as otherwise required by law. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient shall promptly notify Discloser upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties) and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

9.2. **Limited Disclosure.** Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, including a request under the Freedom of Information Act; requirement; or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser promptly upon Discloser's request to the extent permitted by law.

9.3. **Ownership.** All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

10. Intellectual Property Indemnity.

10.1. **Indemnification of Intellectual Property Infringement Claims.** In the event of any actual or threatened claims by a third party that the Catalis Deliverables infringe upon any Intellectual Property of such third party, Catalis will indemnify Customer with respect to such claims. Customer shall immediately notify Catalis of any such claim. The foregoing indemnity shall be ineffective if any of the Deliverables have been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any person other than Catalis). Catalis will have no liability or obligation under this section 10 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software or Services with any component other than Catalis Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Catalis Intellectual Property created by any person other than Catalis. Catalis shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Catalis with all reasonable assistance in the defense of the same.

10.2. **Indemnification by Customer.** To the extent permitted by law, Customer will defend, indemnify, and hold Catalis harmless against any claim, demand, suit or proceeding made or brought against Catalis by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement,



Order Form, or applicable law (each a “Claim Against Catalis”). Customer will indemnify Catalis from any damages, attorney fees, and costs finally awarded against Catalis as a result of, or for any amounts paid by Catalis under a settlement approved by Customer in writing of, a Claim Against Catalis, provided Catalis (i) promptly gives Customer written notice of the Claim Against Catalis, (ii) gives Customer sole control of the defense and settlement of the Claim Against Catalis (except that Customer may not settle any Claim Against Catalis unless it unconditionally releases Catalis of all liability), and (iii) gives Customer all reasonable assistance, at Customer’s expense.

10.3. Remedy. In the event of a third party claim that the Catalis Deliverables infringe the intellectual property rights of a third party, Catalis shall have the right, as Customer’s sole and exclusive remedy against Catalis, at Catalis’ sole election, to: (i) modify the allegedly infringing Catalis Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Catalis.

11. Rights in Software, Data and Materials.

11.1. Catalis Ownership. As between Catalis and Customer, Catalis shall be the sole owner of all right, title, and interest in and to the Software, Services, all Catalis Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Catalis, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Catalis any and all moral rights Customer may have in and to such Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Catalis, execute any and all documentation necessary to formally transfer such rights to Catalis. Customer shall promptly notify Catalis in writing if it becomes aware of any violation, infringement, or unfair competition related to the Catalis Intellectual Property. Customer agrees to allow Catalis full access to all relevant hardware, software, and material to determine compliance.

11.2. Customer Ownership. As between Catalis and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Catalis hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Catalis may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Catalis further hereby irrevocably transfers and assigns to Customer any and all moral rights Catalis may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Catalis shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

11.3. Data Security and Processing. Catalis will maintain administrative, physical, and technical safeguards designed to protect the security and privacy of Customer data. By entering into this Agreement, you agree to the terms in our Privacy Notice, as amended from time to time, which can be viewed at <https://catalisgov.com/privacy-policy/> and our Security Standards which are based on the NIST framework and available for review by request.

11.4 Our Protection of Customer Data. We shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security,



confidentiality, and integrity of Your Data stored with Our hosting vendor. We shall not (a) modify Your Data, (b) disclose, provide, rent, or sell Your Data except as compelled by law in accordance or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

11.5 Data Storage. We will determine the locations of the data centers in which Your Data will be stored and accessible by You and Your Users. We will not transfer Your Data to any third parties without Your express written directive to transfer such Data, and Your complete waiver and release from all liability which may result from or be connected with the transfer or use of Your Data by such third party.

11.6 Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You under this Agreement in or to Your Data.

11.7 Backups. Vendor agrees to provide the City with a complete backup of the System's underlying SQL database in its native SQL format at intervals suitable to the City's operational needs, as communicated to the Vendor. The City may store this backup on-premises. The City is requesting this backup to be provided daily. During the buildout and testing phase of the project, the City will function test the application and API data calls. If the City finds that there is access to data they require but is not available through the application or API calls, then the City is requesting a replicated database setup before go-live date of application.

12. Support and Maintenance Services. Catalis shall provide maintenance and support services reasonably necessary to ensure that the Services operate in conformity with Functional Specifications and the documentation as described in this Agreement. Such Support and Maintenance Services are detailed in the SLA.

13. Subscription TERM, Termination AND Expiration.

13.1. Term; Renewal. The initial term ("Initial Term") of this Agreement is specified in the Order Form and shall commence on the Effective Date. The term of this Agreement shall automatically renew for the same period as the Initial Term unless either Party gives the other Party not less than sixty (60) calendar days prior to the conclusion of the then current term of Agreement of its decision to not allow the Agreement to renew, for no more than 3 automatic renewal periods.

13.2. Termination for Breach. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) calendar days prior written notice to the other in the event of the other's failure to cure a material breach within the sixty (60) calendar days after receipt of the terminating Party's written notice of default concerning the same.

13.3. Termination for Non-payment. Catalis may terminate Customer's subscription to the Catalis Deliverables for Customer's non-payment of any fees due to Catalis if Customer does not cure any such default within ten (10) calendar days after notice is given to Customer.

13.4. Effect of Termination. Upon termination or expiration of the Agreement, Customer shall discontinue all use of the Services and shall immediately return to Catalis all copies of the Software and Catalis Deliverables and all other materials which contain any Confidential Information of Catalis in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Customer shall, within five (5) calendar days following the effective date of termination or expiration of Customer's subscription, certify in writing to Catalis, by an executive officer of Customer, that all copies of the Software, Catalis Deliverables and all documentation and any other materials required to be returned to Catalis or to be deleted have been returned or deleted as appropriate.

13.5. Customer Data Portability and Deletion. Upon request by Customer made within 30 calendar days after the effective date of termination of a Statement of Work, Catalis will make Customer Data available to



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Customer. After such 30-day period, Catalis will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Catalis systems or otherwise in Catalis possession or control, unless legally prohibited.

14. Excusable Delays.

Notwithstanding any other term or provision of this Agreement, Catalis shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Catalis, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

15. Limitation of Liability.

IN NO EVENT SHALL CATALIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF INSURANCE DEMEDD APPROPRIATE HEREIN FOR DAMAGES PROXIMATELY CAUSED BY CATALIS. FOR PURPOSES OF CLARITY, CATALIS' AGGREGATE LIABILITY SHALL NOT EXCEED APPLICABLE INSURANCE PROCEEDS.

16. Limitation on Damages.

NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

17. Insurance.

As of the date of this Agreement, Catalis maintains the following levels of insurance: (a) Commercial General Liability, including public liability, bodily injury and property damage, covering activities hereunder, in an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including but not limited to coverage for blanket contractual liability, independent contractors, and products and completed operations; (b) Automobile Liability of \$1,000,000 per accident, combined single limit; (c) Professional Liability of at least \$2,000,000 per claim and in the aggregate; (d) Cyber and Technology Liability coverage for both first and third party coverage in an amount no less than \$5,000,000 aggregate, including but not limited to coverage for network security liability, privacy liability, regulatory proceedings, defense, response and expenses associated with any privacy breach, systems breach, failure, denial or compromise of services and liability arising from the loss or disclosure of Customer's PII or Confidential information; and; (f) Excess/Umbrella Liability of \$5,000,000 per occurrence and in the aggregate. Upon request, Catalis shall provide Customer with copies of certificates of insurance prior to the commencement of services once this Agreement is executed by both parties.

18. Miscellaneous Provisions.

18.1. Binding upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.2. Severability. If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

18.3. Entire Agreement. This Agreement, together with the Schedules, Order Form, and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms



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of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.

18.4. Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

18.5. Notices. Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section. Notice may also be provided to Catalis via both of the following email addresses: contracts@catalisgov.com; sales@catalisgov.com. Any notice to Customer will be sent to the primary email contact listed on the Order Form.

18.6. Choice of Law; Construction of Agreement. This Agreement will be construed under the laws of the State of North Dakota, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

18.7. Further Assurances; Cooperation. Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

18.8. Non-Solicitation. For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, any employee or former employee of Catalis who has been directly or indirectly involved in the development, licensing, installation, or support of any Catalis software product. This section does not prohibit any employee from responding to a general advertisement for employment by either Party as long as the employee is not solicited to apply for such position.

18.9. Independent Contractor Status. It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Catalis shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Catalis.

18.10. Publicity. Catalis may list Customer as a user of the Services on its website, in press releases and in other promotional materials after the acceptance of the Services. The Parties will cooperate to produce case studies or testimonials or other public announcements relating to the subject matter of this agreement and the relationship between the Parties and the Parties will not unreasonably withhold or delay their consent.

18.11. No Third-Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.



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18.12. Survival. The provisions of sections 9 through 11 and sections 14 through 19 shall survive the expiration or termination of this Agreement.

18.13. Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals to the extent permitted by law.

18.14. Cooperative Procurement. This Agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Catalis reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.



SERVICE LEVEL AGREEMENT AND SUPPORT TERMS

1. DESCRIPTION OF SUPPORT SERVICES

1.1. Support Services

- 1.1.1. During the term of this Agreement, Licensor will provide the Services described herein to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in this Schedule.
- 1.1.2. Licensor will make available to Customer documentation for how to contact the Support, including a phone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm Eastern Standard time, Monday through Friday, excluding Holidays. Support information, including phone numbers, as amended from time to time, can be found here: <https://catalisgov.com/client-support/>
- 1.1.3. Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software.

1.2. Customer First Line Support Responsibilities

Customers are required to establish and maintain an internal help desk to provide First Line Support. The Customer must use reasonable effort to document a Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to Licensor concurrently with its notification to Licensor of such Defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to notification to Licensor of such Defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- First call response respecting performance, functionality or operation of the system and Software;
- Attempt to recreate the reported problem;
- Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- Document the steps taken by your First Line Support to troubleshoot the problem;
- Resolve, when possible, the problems your users have reported.

1.3. Remedial Services

1.3.1 Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

| Service Level | Service Level Definition | Initial Response Time | Resolution |
|---------------|--|-----------------------|------------------|
| 1 | Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i> | 2 business hours | 2 business days |
| 2 | You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i> | 4 business hours | 5 business days |
| 3 | You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality. | 2 business days | 25 business days |

| | | | |
|---|---|-----------------|---|
| 4 | You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available. | 2 business days | Within next two version releases |
| 5 | A cosmetic or minor issue that does not impact the operation of a Software. | 2 business days | Issue may be resolved at Licensors discretion at a future date |
| 6 | All Feature Requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks, or third-party software. | 4 business days | These requests are outside the scope of our support obligations |

1.3.2 Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.

a. Critical Defect. An Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.

b. Non-Critical Defect. A defect in the Services that does not materially impact the operation of the Services and for which a workaround is not available. Unless otherwise specified, "Defect" refers to both "Critical Defect" and "Non-Critical Defect."

c. Error. Documented Error resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

d. Feature Request. Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. Licensors will include for consideration in future software releases or provide a billable Professional Services Work Order upon request. Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com). These customizations are subject to the Terms of this Agreement and SLA.

1.3.3. Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Catalis Deliverables. Support is intended to be used by a limited number of people designated by Customer to communicate with Catalis about Defects. It is not a substitute for training of personnel by Customer. Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Catalis may choose to request a copy of the client database to load in Catalis' offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

1.3.4 Basic Maintenance Period. The Basic Maintenance Period is from Monday through Friday of each week, Eastern Time, except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Hours of operation are as set forth in the Order Form.

2. COVERED MAINTANENCE

2.1. General. Maintenance services and support will be performed by Catalis during the Basic Maintenance Period. Maintenance services do not include Customer's costs necessary to access the Services.



2.2. **Upgrades.** Customer will receive access to all updated, patches and enhancements to the Services (except any New Product), including all related update releases and associated Documentation via software package or other standard installation media.

2.3. **Exclusions.** Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Services by Customer; (ii) modifications, repairs, or additions to the Services performed by persons other than Catalis, or damage to Services by Customer's employees or third persons; or (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Catalis' then current billable call maintenance rates in effect.

2.4. **Billable Call Maintenance.** Any maintenance service or related service or training other than covered maintenance services will be charged at Catalis' then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) business days following invoice by Catalis.

2.5. Software Updates

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- a. Bug fixes;
- b. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;
- c. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and
- d. Performance enhancements to Software.

2.5.5. Updates do not include:

- a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
- b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

2.6 Services Not Included

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order.

3. LOCATIONS

The Hosting provider will be specified in the Order Form. For U.S.-based customers, both AWS and Microsoft Azure Government's primary and geo-redundant back-up hosting facilities are located within the Continental United States; Canadian customer hosting locations are based in Canada.

4. RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s). The overriding goal in developing SLRs is to support the Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs.

In the event of failure to meet an SLR, Licensor shall: (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure.

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement.

| SLR Type | SLR Name | Performance Target | Measurement Period |
|--|------------------------------------|---|---|
| Response Time | E-mail and voicemail response rate | 98% of e-mails and voicemails for Services Level 1 & 2 issues received by service desk responded to within 4 business hours | Monthly |
| Performance | System Performance | 98% of web requests receive server responses within 500ms of the request arriving at the server | Monthly |
| Availability | Uptime / Availability | 99.9% | Monthly |
| Scheduled Downtime | System Availability | ≤8 hours scheduled down time per month (per component) | Monthly |
| Recovery Time Objective (RTO) and Recovery Point Objective (RPO) | Recovery Time and Data Recovery | ≤8 hours with ≤1 hour of data loss | Designated recovery period following a disaster |
| Semi-Annual Disaster Recovery (DR) Test | Semi-Annual DR Test | Semi-annual DR test completed | Semi-annual |



9

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

December 3, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. BR-27-E4

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, December 3, 2025, for Utility Location Verification, Project No. BR-27-E4, located as follows: On 1st Avenue N between 3rd Street N and University Drive.

The bids were as follows:

| | |
|----------------------|--------------|
| Q3 Contracting, Inc. | \$234,808.72 |
|----------------------|--------------|

| | |
|--------------------|--------------|
| Engineers Estimate | \$178,000.00 |
|--------------------|--------------|

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Q3 Contracting, Inc. in the amount of \$234,808.72 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer

Engineer's Statement Of Cost
Project # BR-27-E4
Utility Location Verification

On 1st Avenue N between 3rd Street N and University Drive

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Utility Location Verification Project # BR-27-E4 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--|--------------------------|------|----------|-----------------|-------------------|
| Miscellaneous | | | | | |
| 1 | Utility Depth Check | EA | 220.00 | 738.88 | 162,553.60 |
| 2 | Vault Depth Check | EA | 40.00 | 1,285.18 | 51,407.20 |
| 3 | Mobilization | LS | 1.00 | 15,675.42 | 15,675.42 |
| 4 | Traffic Control - Type 1 | LS | 1.00 | 5,172.50 | 5,172.50 |
| Miscellaneous Total | | | | | 234,808.72 |
| Total Construction in \$ | | | | | 234,808.72 |
| | | | | | |
| Contingency | | | | 5.00% | 11,740.44 |
| Total Estimated Costs | | | | | 246,549.16 |
| Sales Tax Funds - Infrastructure - 420 | | | | | 246,549.16 |
| Unfunded Costs | | | | | 0.00 |

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



[Handwritten Signature]

Thomas Knakmuhs, P.E.
 City Engineer

10

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

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

Belmont Flood Risk Management Phase 3

Project No. FM-15-J

| | | |
|-----------------------------|---------------------------------|---------------|
| Call For Bids | <u>December 8</u> | , <u>2025</u> |
| Advertise Dates | <u>December 17, 24 & 31</u> | , <u>2025</u> |
| Bid Opening Date | <u>January 14</u> | , <u>2026</u> |
| Substantial Completion Date | <u>October 2</u> | , <u>2026</u> |
| Final Completion Date | <u>November 6</u> | , <u>2026</u> |

| | |
|------------|--|
| <u>N/A</u> | PWPEC Report (Part of 2025 CIP) |
| <u>X</u> | Engineer's Report (Attach Copy) |
| <u>X</u> | Direct City Auditor to Advertise for Bids |
| <u>X</u> | Bid Quantities (Attach Copy for Auditor's Office Only) |
| <u>N/A</u> | Notice to Property Owners (Special Assessments) |
| <u>X</u> | WIFIA Language Included |

Project Engineer Robert Hasey

Phone No. (701) 241-1545

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

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



ENGINEER'S REPORT
BELMONT FLOOD RISK MANAGEMENT PHASE 3
PROJECT NO. FM-15-J
ALONG SOUTH RIVER ROAD FROM THE RED RIVER
WATER INTAKE STRUCTURE TO 3RD STREET SOUTH

Nature & Scope

This project is for the continuation of the earthen levee and floodwall in the Belmont neighborhood located along South River Road from the Red River water intake structure to 3rd Street South.

Purpose

This project has been identified as being necessary to allow the proposed 1% annual chance flood level (37-foot river gage height) to pass through Fargo, without any emergency measures, once the Fargo-Moorhead Diversion Project (Diversion) is completed. Prior to the Diversion being completed, this project will also reduce the need for emergency levees during spring flood events.

Feasibility

The estimated cost of construction is \$2,777,560.30. The cost breakdown is as follows:

| | | |
|---------------------------------------|---------|-----------------------|
| Base Bid | | |
| Construction Cost | | \$2,777,560.30 |
| Fees | | |
| Contingency | 10% | \$277,756.03 |
| Total Estimated Cost | | \$3,055,316.33 |
| Funding | | |
| Sales Tax Funds - Flood Control - 460 | 100.00% | \$3,055,316.33 |

Miscellaneous Costs

| | |
|-----------------------------|----------------|
| Permanent ROW and Easements | \$1,600,000.00 |
| Utility Relocations | \$50,000.00 |
| Outside Engineering | \$350,000.00 |

| | |
|----------------------------------|-----------------------|
| Total Miscellaneous Costs | \$2,000,000.00 |
|----------------------------------|-----------------------|

Funding

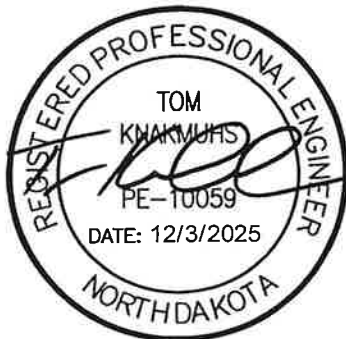
| | | |
|---------------------------------------|---------|----------------|
| Sales Tax Funds - Flood Control - 460 | 100.00% | \$2,000,000.00 |
|---------------------------------------|---------|----------------|

Project Funding Summary

| | | |
|---------------------------------------|---------|----------------|
| Sales Tax Funds - Flood Control - 460 | 100.00% | \$5,055,316.33 |
|---------------------------------------|---------|----------------|

| | |
|-------------------------------------|-----------------------|
| Total Estimated Project Cost | \$5,055,316.33 |
|-------------------------------------|-----------------------|

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-23-A2 Type: Final Balancing Change Order #7

Location: Storm Sewer Lift Stations #47 & #48 Date of Hearing: 12/1/2025

| | |
|-----------------|---------------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12/8/2025</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Christine Goldader</u> |

The Committee reviewed the accompanying correspondence from Project Manager, Christine Goldader, related to Final Balancing Change Order #7 in the amount of \$0.00, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #7 in the amount of \$0.00, bringing the total contract amount to \$9,669,901.50.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Final Balancing Change Order #7 to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #7 in the amount of \$0.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Sales Tax _____

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

COMMITTEE

| | Present | Yes | No | Unanimous |
|---|--|--|---------------------------------|--|
| | | | | <u><input checked="" type="checkbox"/></u> |
| Tim Mahoney, Mayor | <u><input checked="" type="checkbox"/></u> | <u><input checked="" type="checkbox"/></u> | <u><input type="checkbox"/></u> | |
| Nicole Crutchfield, Director of Planning | <u><input checked="" type="checkbox"/></u> | <u><input checked="" type="checkbox"/></u> | <u><input type="checkbox"/></u> | |
| Gary Lorenz, Fire Chief | <u><input checked="" type="checkbox"/></u> | <u><input checked="" type="checkbox"/></u> | <u><input type="checkbox"/></u> | |
| Brenda Derrig, Assistant City Administrator | <u><input checked="" type="checkbox"/></u> | <u><input checked="" type="checkbox"/></u> | <u><input type="checkbox"/></u> | |
| Ben Dow, Director of Operations | <u><input checked="" type="checkbox"/></u> | <u><input checked="" type="checkbox"/></u> | <u><input type="checkbox"/></u> | |
| Steve Sprague, City Auditor | <u><input type="checkbox"/></u> | <u><input type="checkbox"/></u> | <u><input type="checkbox"/></u> | |
| Tom Knakmuhs, City Engineer | <u><input checked="" type="checkbox"/></u> | <u><input checked="" type="checkbox"/></u> | <u><input type="checkbox"/></u> | |
| Susan Thompson, Finance Director | <u><input type="checkbox"/></u> | <u><input type="checkbox"/></u> | <u><input type="checkbox"/></u> | |

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Christine Goldader, Project Manager
Date: November 26, 2025
Re: Project No. NR-23-A2 – Final Balancing Change Order #7

Background:

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

The attached Change Order in the amount of \$0.00, brings the total contract amount to \$9,669,901.50.

The final completion date was modified in a previous change order and no change is proposed as part of this Final Balancing Change Order.

Change Order #6:

- 1.) Reconcile all quantities with no change to the final contract amount.

Recommended Motion:

Approve Change Order #7 to Key Contracting, Inc. for Project No. NR-23-A2.

CAG/klb
Attachment



CHANGE ORDER REPORT

DRAIN #27 LIFT STATION #47 & #48 - GENERAL

PROJECT NO. NR-23-A2

STORM SEWER LIFT STATIONS #47 & #48 ON 38TH STREET SOUTH AT CASS
COUNTY DRAIN 27.

Final Balancing
Change Order

| | | | |
|-----------------|---------------------|-------------------|------------|
| Change Order No | 7 | Change Order Date | 11/26/2025 |
| Contractor | Key Contracting Inc | | |

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

EXPLANATION OF CHANGE Change Order # 7

FBCO - Prior CO was not designated as Final. This reconciles all quantities in the contract.

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

Summary

Source Of Funding

Infrastructure Sales Tax Fund 460
\$0.00
-\$3,706.00
\$9,673,607.50
\$9,669,901.50

Net Amount Change Order # 7 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

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

APPROVED

For Contractor

Title

thomas martin
President

APPROVED DATE

Department Head

Mayor

Attest

T-M

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No. PR-25-B1

Type: Negative Final Balancing Change Order #1

Location: Citywide

Date of Hearing: 12/1/2025

RoutingDate

City Commission

12/8/2025

PWPEC File

X

Project File

Jason Hoogland

The Committee reviewed a communication from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #1 in the amount of -\$8,641.80, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #1 in the amount of -\$8,641.80, which brings the total contract amount to \$104,158.20.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Roadway Services, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$8,641.80, bringing the total contract amount to \$104,158.20, to Roadway Services, Inc.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: City Funds

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

| Yes | No |
|-----|----|
| N/A | |
| N/A | |
| N/A | |

COMMITTEE

| Present | Yes | No | Unanimous |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Final Balancing
Change Order

CHANGE ORDER REPORT
CRACK SEAL & LEVEL
PROJECT NO. PR-25-B1
VARIOUS AREAS



| | | | |
|------------------------|----------------------|--------------------------|-------------------|
| Change Order No | 1 | Change Order Date | 11/20/2025 |
| Contractor | Roadway Services 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

Quantities as measured in the field.

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-------------------------|---------|------------------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Paving | 2 | Repair Crack - Fill | LB | 34000 | | 34000 | -2370 | 31630 | \$1.95 | -\$4,621.50 |
| | 3 | Repair Crack - Level | LB | 10000 | | 10000 | -3780 | 6220 | \$1.50 | -\$5,670.00 |
| | 4 | Repair Crack - Rout and Fill | LF | 15000 | | 15000 | 1269 | 16269 | \$1.30 | \$1,649.70 |
| Paving Sub Total | | | | | | | | | | -\$8,641.80 |

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

City Funds

-\$8,641.80

\$0.00

\$112,800.00

\$104,158.20

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

APPROVED

For Contractor

Title


Roadway Services, Inc.
President

APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(13)

Project No.: QR-25-B0

Type: Cost Share Agreement

Location: 12th Ave N & Red River

Date of Hearing: 12/1/2025

RoutingDate

City Commission

12/8/2025

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Civil Engineer, Eric Hodgson, regarding the Cost Share Agreement between the City of Fargo and the City of Moorhead for Project No. QR-25-B0.

On September 26, 2024, the City of Fargo and the U.S. Department of Transportation formalized the Agreement, which authorizes the City to utilize the \$1.5 million worth of Federal Funds in the form of a 2022 RAISE grant previously awarded to the City. Since then, a consultant has been brought on board to start the design process.

During design, it was decided that a Cost Share Agreement between the City of Fargo and the City of Moorhead would be needed to address the fiscal responsibilities and funding splits associated with the design.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of the Cost Share Agreement between the City of Fargo and the City of Moorhead for Project No. QR-25-B0.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Cost Share Agreement between the City of Fargo and the City of Moorhead for Project No. QR-25-B0.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: N/A

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

COMMITTEE

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

| <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
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ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: December 1, 2025
Re: Project No. QR-25-B0 - 12th Avenue North Bridge over the Red River – Cost Share Agreement with City of Moorhead

Background:

On 9/26/2024, the City of Fargo and the U.S. Department of Transportation formalized an Agreement that authorizes the City to utilize the \$1.5M worth of Federal Funds in the form of a 2022 RAISE Grant that was previously awarded to the City. Since then, a consultant has been brought on board to start the design process.

During design, it was discussed that there would be a need for a Cost Share Agreement between the City of Fargo and the City of Moorhead to address fiscal responsibilities and funding splits associated with the design.

The attached Agreement has been reviewed by legal and the City of Moorhead. The City of Moorhead plans to approve the Cost Share Agreement at City Council on December 8th, 2025.

Recommended Motion

Approve the Cost Share Agreement between the City of Fargo and the City of Moorhead for Project No. QR-25-B0.

EBH/klb

Attachments:

- Agreement between City of Fargo and Moorhead.

BRIDGE COST-SHARE AGREEMENT

THIS BRIDGE COST-SHARE AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the City of Fargo, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota 58102 (hereinafter referred to as “Fargo”), and the City of Moorhead, a Minnesota Home Rule City, whose address is 403 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779 (hereinafter referred to as “Moorhead”).

RECITALS

WHEREAS, Minn. Stat. § 471.345 and N.D.C.C. § 40-05-01 grant municipalities the power to enter into contracts; and

WHEREAS, Moorhead City Charter § 6.05, authorizes Moorhead to enter into contracts; and

WHEREAS, Article 3 of Fargo’s Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, Fargo has previously procured a 2022 RAISE grant of \$1,500,000 from the U.S. Department of Transportation (the “Grant Funds”) to reconstruct the 12th/15th Avenue North bridge crossing of the Red River, and raise it out of the 100-year flood elevation (hereinafter referred to as the “Project”); and

WHEREAS, Fargo solicited a proposal for professional services for the completion of design plans and project documents; and

WHEREAS, Fargo requested, and Moorhead agreed to participate in, sharing the cost of such professional services exceeding the Grant Funds; and

WHEREAS, Fargo and Moorhead have secured funding to complete the design of the Project.

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

AGREEMENT

1. **Plan Documents.** Fargo previously secured a proposal from Houston Engineering, Inc. for the development and production of plan documents for the Project in the estimated amount of \$1.5 million, in the form attached hereto as **Exhibit A**. The parties agree and acknowledge that the scope of Work (as defined below) related to the Project may be amended so long as any amendment to the proposal is made in writing signed by the parties to be bound or a duly authorized representative specifying with particularity the extent and nature of such amendment.

2. **The Work.** Moorhead and Fargo agree and acknowledge that the initial scope of Work for the Project may consist of 1) environmental/preliminary engineering; 2) project documentation; 3) final engineering design; and 4) any other work as determined by the parties (the “Work”). The Work does not include construction administration, which the parties anticipate will be addressed in a future, separate agreement.
3. **Funding.** Fargo and Moorhead agree to work together to request and secure funding from various funding sources, including but not limited to, State of North Dakota, State of Minnesota, and federal funding sources in order to secure the necessary funding to complete the design plans and project documents for the Work. In addition, the parties agree to work together to request and secure funding from various funding sources in order to secure the necessary funding to complete construction administration for the Project, which the parties anticipate will be addressed in a future, separate agreement.
4. **Final Design.** Fargo staff are authorized to hire consultants using budgeted funds to assist with project development, as necessary, and Fargo and Moorhead will share such costs, as set forth in Sections 5 and 6 below.
5. **Duties of Fargo.** Fargo is responsible for the following obligations regarding the Work:
 - a. May contract with consultants as necessary to complete the environmental review and preliminary and final design; and
 - b. Acquisition of right-of-way and easements within the City of Fargo, if necessary; and
 - c. Contributing all of the Grant Funds towards Federally reimbursable costs, as well as contributing one half of the additional Work costs, using budgeted and/or other funds available for that purpose; and
 - d. Any additional obligations as determined by the parties.
6. **Duties of Moorhead.** Moorhead is responsible for the following obligations regarding the Work:
 - a. May contract with consultants as necessary to complete the environmental review, and preliminary and final design; and
 - b. Acquisition of right-of-way and easements within the City of Moorhead, if necessary; and
 - c. Contributing one half of the additional Work costs not covered by the City of Fargo’s Grant Funds, using budgeted and/or other funds available for that purpose; and
 - d. Any additional obligations as determined by the parties.
7. **Additional Agreements.** The parties agree and acknowledge that they may enter into additional agreements related to the Project. Unless specified otherwise, future agreements related to the Project are not intended to replace or modify this Agreement, with respect to cost-share. In the event of a conflict between future agreements and this Agreement related to cost-share for the Project, this Agreement shall supersede conflicting future agreements.

8. **Term.** The term of this Agreement commences on the date last signed below and expires on December 31, 2032, unless sooner terminated as hereinafter provided.
9. **Termination.** This Agreement may be terminated, at any time, by either party giving thirty (30) days' written notice to the other party of its intent to terminate. In the event of termination of this Agreement, the party terminating will be responsible for any incurred costs related to the Project up to the date of termination.
10. **Dispute Resolution.** Any dispute, controversy, or claim arising out of this Agreement that cannot be settled through negotiation by the parties trying in good faith to resolve the dispute shall then be submitted to mediation. Such mediation session may be requested by any party, and shall be held in Fargo, North Dakota and shall commence within fifteen (15) days of the selection of the mediator. If the dispute, controversy, or claim cannot be resolved by mediation, then the dispute shall be submitted to arbitration. Such arbitration to be held in Fargo, North Dakota before a single arbiter and to commence within fifteen (15) days of the selection of the arbiter. Judgement on the award by the arbiter may be entered in any court having jurisdiction thereof. The parties involved in the dispute will work collectively to select a mediator and an arbiter, as appropriate.
11. **Liability.** Any and all liability of the parties related to the Project under the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03 and Minnesota Statutes Annotated § 466.04. These statutory limitations may not be stacked to increase the statutory limit.
12. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

Fargo: City of Fargo
 ATTN: City Auditor
 Fargo City Hall
 200 3rd Street North
 Fargo, ND

Moorhead: City of Moorhead
 ATTN: City Manager
 403 Center Avenue
 P.O. Box 779
 Moorhead, MN 56561-0779

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

13. **Time is of the Essence.** Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.
14. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
15. **Amendments.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver.
16. **No Forbearance.** The failure or delay of any 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 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 to enforce each and every term of this Agreement.
17. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
18. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
19. **Governing Law.** This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
20. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
21. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
22. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties executed this Agreement on the date first written above.

(Signatures appear on the following pages.)

Signature page for the City of Moorhead, Minnesota

MOORHEAD:

City of Moorhead, Minnesota

Michelle (Shelly) A. Carlson, Mayor

Dan Mahli, City Manager

ATTEST:

Christina Rust, City Clerk

Signature Page for the City of Fargo, North Dakota

FARGO:

City of Fargo, North Dakota

Tim Mahoney, Mayor

ATTEST:

Angie Bear, City Auditor

Exhibit A

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(94)

Project No. SR-25-B1

Type: Negative Final Balancing Change Order #3

Location: Citywide

Date of Hearing: 12/1/2025

RoutingDate

City Commission

12/8/2025

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed a communication from Project Manager, Brandon Beaudry, regarding Negative Final Balancing Change Order #3 in the amount of -\$32,731.00, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #3 in the amount of -\$32,731.00, which brings the total contract amount to \$710,184.95.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -\$32,731.00, bringing the total contract amount to \$710,184.95, to Border States Paving.

PROJECT FINANCING INFORMATION:

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

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

| Yes | No |
|-----|----|
| N/A | |
| N/A | |
| N/A | |

COMMITTEE

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

| Present | Yes | No | Unanimous |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer



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

Final Balancing
Change Order

Change Order No 3 Change Order Date 11/20/2025
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 3

Final Balancing Change Order

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--------------------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Assessed | 1 | F&I Sidewalk 4" Thick Reinf Conc | SY | 1343 | 1234 | 3261 | -4 | 3257 | \$75.10 | -\$300.40 |
| | 4 | F&I Sidewalk 6" Thick Reinf Conc | SY | -54 | 115 | 40 | -31 | 9 | \$80.00 | -\$2,480.00 |
| | 5 | Rem & Repl Curb & Gutter | LF | -218 | 400 | 100 | -8 | 92 | \$79.30 | -\$634.40 |
| | 6 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 227 | 220 | 300 | -3 | 297 | \$106.00 | -\$318.00 |
| City Paid | 7 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 138 | | 138 | -14 | 124 | \$121.00 | -\$1,694.00 |
| | 8 | Sodding | SY | 40 | | 40 | -40 | 0 | \$57.80 | -\$2,312.00 |
| | 14 | Rem & Repl Curb & Gutter | LF | 87 | 400 | 400 | -3 | 397 | \$79.30 | -\$237.90 |
| | 15 | F&I Sidewalk 4" Thick Reinf Conc | SY | -1671 | 1234 | 260 | -17 | 243 | \$75.20 | -\$1,278.40 |
| | 16 | F&I Sidewalk 6" Thick Reinf Conc | SY | 41 | 115 | 115 | -11 | 104 | \$80.00 | -\$880.00 |
| | 17 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 145 | 220 | 220 | -5 | 215 | \$106.00 | -\$530.00 |
| Assessed Sub Total | | | | | | | | | | -\$7,738.80 |

| 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 (\$) |
|----------------|---------|---|------|---------------|--------------|---------------|--------------|---------------------------------|-----------------|---------------------|
| | 18 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 39 | 33 | 75 | -5 | 70 | \$121.00 | -\$605.00 |
| | 19 | F&I Det Warn Panels Cast Iron | SF | 128 | 0 | 364 | -20 | 344 | \$63.10 | -\$1,262.00 |
| | 20 | Casting to Grade - w/Conc | EA | 7 | 14 | 14 | -5 | 9 | \$567.00 | -\$2,835.00 |
| | 22 | Curb Stop Box to Grade | EA | 8 | | 8 | -4 | 4 | \$205.00 | -\$820.00 |
| | 23 | Seeding Type B | SY | 5212 | 22 | 8800 | 24 | 8824 | \$5.10 | \$122.40 |
| | 24 | Mulching Type 1 Hydro | SY | 4527 | 22 | 8800 | -661 | 8139 | \$5.10 | -\$3,371.10 |
| | 25 | Irrigation Repair | EA | 8 | 12 | 12 | -2 | 10 | \$878.00 | -\$1,756.00 |
| | 26 | Remove Sidewalk All Thicknesses All Types | SY | 32 | 60 | 60 | -8 | 52 | \$20.00 | -\$160.00 |
| | 27 | Remove Driveway All Thicknesses All Types | SY | 40 | | 40 | -40 | 0 | \$20.00 | -\$800.00 |
| | 28 | Topsoil - Import Special | CY | 80 | 320 | 320 | -40 | 280 | \$56.40 | -\$2,256.00 |
| | 29 | Rem & Repl Pavement 9" Thick Asph | SY | 40 | | 40 | -40 | 0 | \$203.00 | -\$8,120.00 |
| | | | | | | | | City Paid Sub Total | | -\$24,789.00 |
| Street Lights | 33 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 1 | 33 | 33 | -1 | 32 | \$122.00 | -\$122.00 |
| | 34 | Rem & Repl Pull Box Cover | EA | 4 | | 4 | -1 | 3 | \$2.60 | -\$2.60 |
| | | | | | | | | Street Lights Sub Total | | -\$124.60 |
| Change Order 1 | 39 | F&I Sidewalk 4" Thick Reinf Conc | SY | -681 | 1234 | 1234 | -1 | 1233 | \$78.60 | -\$78.60 |
| | | | | | | | | Change Order 1 Sub Total | | -\$78.60 |

Summary


| | |
|----------------------------------|---|
| Source Of Funding | Sidewalk Assessment / Sales Tax / Street Lights |
| Net Amount Change Order # 3 (\$) | -\$32,731.00 |
| Previous Change Orders (\$) | \$283,101.75 |
| Original Contract Amount (\$) | \$459,814.20 |
| Total Contract Amount (\$) | \$710,184.95 |

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

CONTRACT DATES

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

APPROVED
For Contractor
Title


Camden Larson
Project Manager

APPROVED DATE
Department Head
Mayor
Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(15)

Project No. TM-25-B1

Type: Change Order #1

Location: Citywide

Date of Hearing: 12/1/2025

Routing

City Commission

Date12/8/2025

PWPEC File

X

Project File

Leroy Grant

The Committee reviewed the accompanying correspondence from Project Manager, Leroy Grant, related to Change Order #1 in the amount of \$34,950.00.

Staff is recommending approval of Change Order #1 in the amount of \$34,950.00, bringing the total contract amount to \$569,556.00.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #1 to Northstar Safety

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$34,950.00, bringing the total contract amount to \$569,556.00 to Northstar Safety.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Street Light Utility Funds

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

Yes No

N/AN/AN/ACOMMITTEE

| | Present | Yes | No | Unanimous |
|---|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| | | | | <input checked="" type="checkbox"/> |
| Tim Mahoney, Mayor | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Nicole Crutchfield, Director of Planning | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Gary Lorenz, Fire Chief | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Brenda Derrig, Assistant City Administrator | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Ben Dow, Director of Operations | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Steve Sprague, City Auditor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Tom Knakmuhs, City Engineer | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Susan Thompson, Finance Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Leroy Grant, Project Manager
Date: November 24, 2025
Re: Project No. TM-25-B1 - Change Order #1

Background:

Project No. TM-25-B1 is for new pavement markings at various locations. The purpose of the project is to install new pavement markings for safer road conditions, for both motorists and pedestrians alike, Citywide where the existing pavement markings have faded or portions are missing.

NorthStar Safety, Inc. is the Prime Contractor for this project.

Additional pavement marking quantities have been added at various locations throughout the City of Fargo. These locations include 44th Avenue South at 55th Street South, 3rd Avenue North between 25th Street and 39th Street, the intersection of 18th Street North and Centennial Boulevard, and the intersection of 56th Avenue South and 63rd Street South. All additional change order quantities have been incorporated into Site 21.

The attached change order in the amount of \$34,950.00 is for additional work as shown on Change Order #1.

This project is funded by Street Light Utility Funds.

Recommended Motion:

Approve Change Order #1 in the amount of \$34,950.00 for Project No. TM-25-B1.

LG/klb
Attachment

Change Order No 1 Change Order Date 11/24/2025
Contractor Northstar Safety 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

Added additional pavement marking quantities to the project at various locations throughout the City of Fargo.

| 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 | 2 | F&I Grooved Plastic Film 24" Wide | LF | 0 | | 0 | 90 | 90 | \$60.00 | \$5,400.00 |
| | 3 | Paint Epoxy Line 4" Wide | LF | 0 | | 0 | 1269 | 1269 | \$6.00 | \$7,614.00 |
| | 4 | Paint Epoxy Line 8" Wide | LF | 0 | | 0 | 643 | 643 | \$12.00 | \$7,716.00 |
| | 5 | Paint Epoxy Line 16" Wide | LF | 0 | | 0 | 20 | 20 | \$30.00 | \$600.00 |
| | 6 | Paint Epoxy Line 24" Wide | LF | 0 | | 0 | 272 | 272 | \$30.00 | \$8,160.00 |
| | 7 | Paint Epoxy Message | SF | 0 | | 0 | 182 | 182 | \$30.00 | \$5,460.00 |
| | | | | | | | Change Order 1 Sub Total | | | \$34,950.00 |

Summary.

| | |
|----------------------------------|-------------------------------------|
| Source Of Funding | Utility Funds - Street Lights - 528 |
| Net Amount Change Order # 1 (\$) | \$34,950.00 |
| Previous Change Orders (\$) | \$0.00 |
| Original Contract Amount (\$) | \$534,606.00 |
| Total Contract Amount (\$) | \$569,556.00 |

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

| | | |
|----------------|--------------------------------|-----------------|
| APPROVED | NICK ENGLAND, NORTHSTAR SAFETY | APPROVED DATE |
| For Contractor | <i>Nick England</i> | Department Head |
| Title | VICE PRESIDENT | Mayor |
| | | Attest |

T-lee

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(16)

Project No. UR-24-C1

Type: Change Order #2 & Time Extension

Location: 14th St N, between Main Ave & NP Ave

Date of Hearing: 12/1/2025

RoutingDate

City Commission

12/8/2025

PWPEC File

X

Project File

Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding Change Order #2 in the amount of \$46,657.00 for additional work, as well as a time extension to the Substantial and Final Completion Date bringing them to November 21, 2025 and December 20, 2025, respectively.

Staff is seeking approval of Change Order #2 in the amount of \$46,657.00, which increases the total contract amount to \$599,660.00, and the time extension as described above.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #2 and the time extension to KPH, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$46,657.00, bringing the total contract amount to \$599,660.00, and the time extension to the Substantial and Final Completion Dates bringing them to November 21, 2025 and December 20, 2025 to KPH, Inc.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Water Utility Fund

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

Yes No

N/AN/AN/ACOMMITTEE

| | Present | Yes | No | Unanimous |
|---|-------------------------------------|-------------------------------------|--------------------------|-----------|
| | | | | <u>17</u> |
| Tim Mahoney, Mayor | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Nicole Crutchfield, Director of Planning | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Gary Lorenz, Fire Chief | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Brenda Derrig, Assistant City Administrator | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Ben Dow, Director of Operations | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Steve Sprague, City Auditor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Tom Knakmuhs, City Engineer | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Susan Thompson, Finance Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Shane Geraghty, PE, Civil Engineer II
Date: December 1, 2025
Re: Project No. UR-24-C1 – Change Order #2 & Time Extension

Background:

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

Prior to excavation of the boring pit at NP Avenue, it was determined that the location of the boring pit would need to be moved for a few reasons. First, due to the close proximity to a fiber conduit it was determined it would be safer to move the pit to the west. Second, in order to install the casing pipe, the Contractor would need to shoot their pipe at a positive grade. Since we couldn't raise the receiving pit due to existing utilities, we needed to lower the bore bit. Finally, BNSF required that we increase the amount of casing pipe being installed on BNSF property, moving the pit north and therefore closer to the existing street. All of these changes made it un-constructible to install the water main into the carrier pipe. Therefore, we had to excavate into the street on NP Ave. This change order covers the overrun created by the additional street excavation.

Additionally, the Contractor received all materials to begin work in the middle of September. However, the railroad was not able to provide flaggers until the middle of October. This delayed the Contractor by nearly a month, requiring the Substantial Completion Date to be moved to 11/21/2025. A total of 5-calendar days were added due to the addition of the street patch.

Recommended Motion:

Approve Change Order #2 in the amount of \$46,657.00 and modify the current Substantial Completion Date from 10/31/2025 to 11/21/2025 for Project No. UR-24-C1.

CHANGE ORDER REPORT

WATER MAIN CROSSING - BNSF RR BETWEEN MAIN AVE AND NP AVE, WEST OF UNIVERSITY DR

PROJECT NO. UR-24-C1

14TH STREET N BETWEEN MAIN AVE AND NP AVE

| | | | |
|------------------------|------------------|--------------------------|-------------------|
| Change Order No | 2 | Change Order Date | 11/18/2025 |
| Contractor | KPH, Inc. | | |

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

EXPLANATION OF CHANGE Change Order # 2

Prior to excavation of the boring pit at NP Ave, it was determined that the location of the boring pit would need to be moved for a few reasons. First, due to the close proximity to a fiber conduit it was determined it would be safer to move the pit to the west. Second, in order to install the casing pipe the contractor would need to shoot their pipe at a positive grade. Since we couldn't raise the receiving pit due to existing utilities, we needed to lower the bore bit. Finally, BNSF required that we increase the amount of casing pipe being installed on BNSF property, moving the pit north and therefore closer to the existing street. All of these changes made it unconstructable to install the watermain into the carrier pipe. Therefore, we had to excavate into the street on NP Ave. This change order covers the overrun created by the additional street excavation.

Additionally, the contractor received all materials to begin work in the middle of September. However, the railroad was not able to provide flaggers until the middle of October. This delayed the contractor by nearly a month, requiring the completion date to be moved to 11/21/2025. A total of 5 calendar days were added due to the addition of the street patch.

Additionally, the contractor received all materials to begin work in the middle of September. However, the railroad was not able to provide flaggers until the middle of October. This delayed the contractor by nearly a month, making it impossible to complete the work by the Completion date of October 31, 2025. The completion date for the contract will be moved to 11/21/2025. 5 calendar days were added due to the addition of the street patch.

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|---------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Paving | 10 | Remove Pavement All Thicknesses All Types | SY | 3 | | 3 | -3 | 0 | \$200.00 | -\$600.00 |
| | 11 | F&I Class 5 Agg - 6" Thick | SY | 14 | | 14 | -14 | 0 | \$50.00 | -\$700.00 |
| | 13 | Rem & Repl Curb & Gutter | LF | 9 | | 9 | -9 | 0 | \$450.00 | -\$4,050.00 |
| | 16 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 2 | | 2 | -2 | 0 | \$800.00 | -\$1,600.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|---------------------------------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Change Order 2 | 20 | Salvage & Install Fence | LF | 0 | 0 | 0 | 1 | 1 | \$2,000.00 | \$2,000.00 |
| | 21 | Remove Pavement All Thicknesses All Types | SY | 0 | 0 | 0 | 73 | 73 | \$30.00 | \$2,190.00 |
| | 22 | Install Salvaged Pipe All Sizes All Types | LF | 0 | 0 | 0 | 1 | 1 | \$16,750.00 | \$16,750.00 |
| | 23 | Subgrade Preparation | SY | 0 | 0 | 0 | 73 | 73 | \$5.00 | \$365.00 |
| | 24 | F&I Woven Geotextile | SY | 0 | 0 | 0 | 73 | 73 | \$4.00 | \$292.00 |
| | 25 | F&I Class 5 Agg - 12" Thick | SY | 0 | 0 | 0 | 73 | 73 | \$45.00 | \$3,285.00 |
| | 26 | Rem & Repl Curb & Gutter | LF | 0 | 0 | 0 | 48 | 48 | \$250.00 | \$12,000.00 |
| | 27 | Rem & Repl Sidewalk 5" Thick Reinf Conc | SY | 0 | 0 | 0 | 9 | 9 | \$225.00 | \$2,025.00 |
| | 28 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 0 | 0 | 0 | 42 | 42 | \$350.00 | \$14,700.00 |
| Change Order 2 Sub Total | | | | | | | | | | \$53,607.00 |

Summary.

| | |
|----------------------------------|--------------------|
| Source Of Funding | Water Utility Fund |
| Net Amount Change Order # 2 (\$) | \$46,657.00 |
| Previous Change Orders (\$) | \$0.00 |
| Original Contract Amount (\$) | \$553,003.00 |
| Total Contract Amount (\$) | \$599,660.00 |

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

CONTRACT DATES

| | |
|--|----------------------------------|
| Current Substantial Completion Date | Current Final Completion Date |
| 10/31/2025 | 11/30/2025 |
| Additional Days Substantial Completion | Additional Days Final Completion |
| 21 | 20 |
| New Substantial Completion Date | New Final Completion Date |
| 11/21/2025 | 12/20/2025 |
| Interim Completion Dates | |

APPROVED
For Contractor
Title

Josh Smith
Project Manager

Digitally signed by Josh Smith
DN: cn=US, e=jsmith@cityofur.net,
ou=URH, cn=Josh Smith
Date: 2025.11.25 11:52:44-08'00'

APPROVED DATE
Department Head
Mayor
Attest

T.C.E.

KPH

Municipal • Heavy • Mechanical

9530 39TH STREET SOUTH • FARGO, NORTH DAKOTA 58104 • PHONE 701-499-7979 • FAX 701-499-5219

PROPOSAL

Project: UR-24-C1

Change Order #1

| Item | Description | Quantity | Units | Unit Price | Ext. Price |
|------|----------------------------|----------|-------|-------------|--------------|
| 1 | Resetting Fence/Fence Post | 1.00 | LS | \$2,000.00 | \$ 2,000.00 |
| 2 | Pavement Removal | 73.00 | SY | \$30.00 | \$ 2,190.00 |
| 3 | R&R Curb and Gutter | 48.00 | LF | \$250.00 | \$ 12,000.00 |
| 4 | R&R 5" Concrete Sidewalk | 9.00 | SY | \$225.00 | \$ 2,025.00 |
| 5 | Asphalt Pavement | 42.00 | Ton | \$350.00 | \$ 14,700.00 |
| 6 | Subgrade Prep | 73.00 | SY | \$5.00 | \$ 365.00 |
| 7 | Geotextile Fabric | 73.00 | SY | \$4.00 | \$ 292.00 |
| 8 | Aggregate Base - 15" | 73.00 | SY | \$45.00 | \$ 3,285.00 |
| 9 | Remove/Salvage 16" Tee | 1.00 | LS | \$16,750.00 | \$ 16,750.00 |

Total Price \$ 53,607.00

Proposal Clarifications

Thank you in advance for your time and consideration

Josh Smith

Josh Smith
Project Manager

①7

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-F1

Type: Negative Final Balancing Change Order #7

Location: Dakota Commerce Center North Addition

Date of Hearing: 12/1/2025

RoutingDate

City Commission

12/8/2025

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed a communication from Senior Project Manager, Jason Satterlund, regarding Negative Final Balancing Change Order #7 in the amount of -\$194,304.38, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #7 in the amount of -\$194,304.38, which brings the total contract amount to \$10,581,285.22.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #7 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #7 in the amount of -\$194,304.38, bringing the total contract amount to \$10,581,285.22, to Dakota Underground.

PROJECT FINANCING INFORMATION:

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

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

Yes No

N/AN/AN/ACOMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☐☐☐

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
 City Engineer



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

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

Change Order No 7 Change Order Date 11/24/2025
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 7
Final Balancing

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev | | Curr | | Tot | | Unit Price (\$) | C/O Ext Price (\$) |
|-------------------------|---------|-----------------------------------|------|---------------|------|-------|------|--------|-------|-----|-----------------|--------------------|
| | | | | | C/O | Qty | C/O | Qty | Cont | Qty | | |
| Miscellaneous | 2 | Mulching Type 1 Hydro | SY | 18000 | | 18000 | | 19946 | 37946 | | \$0.45 | \$8,975.70 |
| | 3 | Mulching Type 2 Straw | SY | 59600 | | 59600 | | -17524 | 42076 | | \$0.15 | -\$2,628.60 |
| | 4 | Seeding Type A | SY | 30500 | | 30500 | | -2454 | 28046 | | \$0.24 | -\$588.96 |
| | 5 | Seeding Type B | SY | 12800 | | 12800 | | -3123 | 9677 | | \$0.28 | -\$874.44 |
| | 6 | Seeding Type C | SY | 34300 | | 34300 | | 8629 | 42929 | | \$0.28 | \$2,416.12 |
| | 8 | Temp Construction Entrance | EA | 3 | | 3 | | -3 | 0 | | \$0.01 | -\$0.03 |
| | 9 | Sediment Control Log 6" to 8" Dia | LF | 200 | | 200 | | 225 | 425 | | \$3.00 | \$675.00 |
| | 10 | Inlet Protection - New Inlet | EA | 26 | | 26 | | 5 | 31 | | \$250.00 | \$1,250.00 |
| Miscellaneous Sub Total | | | | | | | | | | | | \$9,224.79 |

| 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 | 22 | F&I Insulation 4" Thick | SY | -35 | 0 | 75 | -35 | 40 | \$40.00 | -\$1,400.00 |
| | 28 | F&I Pipe SDR 26 - 15" Dia PVC | LF | 2 | 0 | 42 | 2 | 44 | \$155.00 | \$310.00 |
| | 30 | F&I Pipe SDR 35 - 12" Dia PVC | LF | -1 | 0 | 2364 | -1 | 2363 | \$70.00 | -\$70.00 |
| | 35 | F&I Pipe w/GB SDR 26 - 12" Dia PVC | LF | 2 | 0 | 38 | 2 | 40 | \$310.00 | \$620.00 |
| | 41 | F&I Force Main 8" Dia | LF | -61 | 0 | 2602 | -61 | 2541 | \$52.00 | -\$3,172.00 |
| | 42 | F&I Force Main 10" Dia | LF | -2 | 0 | 30 | -2 | 28 | \$78.00 | -\$156.00 |
| | 45 | F&I Pipe C900 DR 18 - 6" Dia PVC | LF | -16 | 0 | 28 | 28 | 56 | \$42.00 | \$1,176.00 |
| Change Order 2 | 47 | F&I Tapping Sleeve & Valve 16"x6" | EA | -1 | 0 | 1 | -1 | 0 | \$11,000.00 | -\$11,000.00 |
| | 53 | F&I Woven Geotextile | SY | -674 | 0 | 620 | 148 | 768 | \$4.00 | \$592.00 |
| | 54 | F&I Crushed Conc - 12" Thick | SY | 148 | 0 | 620 | 148 | 768 | \$26.00 | \$3,848.00 |
| | 55 | F&I Traffic Surface Gravel | Ton | -350 | 0 | 350 | -350 | 0 | \$30.00 | -\$10,500.00 |
| | 56 | Special Bid Item A | LS | -1.37 | 0 | 1 | -0.37 | 0.63 | \$150,000.00 | -\$55,500.00 |
| | Change Order 1 Sub Total | | | | | | | | | |
| | Change Order 2 Sub Total | | | | | | | | | |
| Water Main | 59 | F&I Pipe w/GB 2" Dia Water Service | LF | 14 | 0 | 80 | 14 | 94 | \$134.00 | \$1,876.00 |
| | 80 | F&I Fittings C153 Ductile Iron | LB | 5358 | 0 | 4857 | 627 | 5484 | \$11.00 | \$6,897.00 |
| | 86 | Bore Pipe C900 DR 18 - 12" Dia PVC | LF | 100 | | 100 | -4 | 96 | \$140.00 | -\$560.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-------------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|---------------------|
| | 87 | F&I Pipe C900 DR 18 - 6" Dia PVC | LF | 83 | 0 | 159 | 4 | 155 | \$42.00 | -\$168.00 |
| | 89 | F&I Pipe C900 DR 18 - 12" Dia PVC | LF | 6240 | | 6240 | 4 | 6244 | \$81.00 | \$324.00 |
| | 90 | Remove Pipe All Sizes All Types | LF | 24 | | 24 | -10 | 14 | \$25.00 | -\$250.00 |
| | 91 | F&I Pipe w/GB C900 DR 18 - 8" Dia PVC | LF | 120 | | 120 | -120 | 0 | \$82.00 | -\$9,840.00 |
| | 96 | F&I Gate Valve 8" Dia | EA | 3 | | 3 | -3 | 0 | \$3,100.00 | -\$9,300.00 |
| | 98 | F&I Hydrant Ext. 12" High | EA | 1 | | 1 | 1 | 2 | \$1,665.00 | \$1,665.00 |
| | 99 | F&I Pipe 1" Dia Water Service | LF | 100 | | 100 | -100 | 0 | \$25.00 | -\$2,500.00 |
| | 100 | F&I Pipe 2" Dia Water Service | LF | 41 | | 220 | -59 | 161 | \$56.00 | -\$3,304.00 |
| | 101 | F&I CS & Box 1" Dia | EA | 2 | | 2 | -2 | 0 | \$835.00 | -\$1,670.00 |
| | 102 | F&I CS & Box 2" Dia | EA | 1 | | 5 | -1 | 4 | \$1,500.00 | -\$1,500.00 |
| | 103 | Connect Water Service | EA | 1 | | 7 | -3 | 4 | \$1,300.00 | -\$3,900.00 |
| | | Water Main Sub Total | | | | | | | | -\$24,106.00 |
| Storm Sewer | 107 | F&I Pipe 54" Dia | LF | 1016 | 0 | 1040 | -8 | 1032 | \$283.00 | -\$2,264.00 |
| | 108 | F&I Pipe 24" Dia | LF | 320 | 0 | 350 | -6 | 344 | \$80.00 | -\$480.00 |
| | 114 | F&I Pipe w/GB 54" Dia | LF | -48 | 0 | 37 | 3 | 40 | \$365.00 | \$1,095.00 |
| | 123 | F&I Inlet - Round (RDI) Reinf Conc | EA | 4 | 0 | 7 | -1 | 6 | \$1,900.00 | -\$1,900.00 |
| | 124 | F&I 1-1/4" Trench Found Rock 42" thru 54" Dia | LF | 200 | | 200 | -200 | 0 | \$0.01 | -\$2.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|---------|---------|---|------|--------------------|--------------|---------------|--------------|------------------------------|-----------------|--------------------|
| | 126 | F&I Pipe 12" Dia | LF | 3 | 0 | 238 | -95 | 143 | \$55.00 | -\$5,225.00 |
| | | | | | | | | Storm Sewer Sub Total | | -\$8,776.00 |
| Paving | 134 | Subgrade Preparation | SY | 30721 | | 30721 | 260 | 30981 | \$2.00 | \$520.00 |
| | 135 | F&I Geogrid - Subgrade Reinf | SY | 29475 | 0 | 29489 | 111 | 29600 | \$3.00 | \$333.00 |
| | 136 | F&I Woven Geotextile | SY | 1005 | 0 | 2324 | 123 | 2447 | \$2.00 | \$246.00 |
| | 137 | F&I Crushed Conc - 6" Thick | SY | -24 | 0 | 1072 | -274 | 798 | \$13.00 | -\$3,562.00 |
| | 138 | F&I Crushed Conc - 10" Thick | SY | 31126 | 0 | 30991 | 260 | 31251 | \$19.50 | \$5,070.00 |
| | 139 | F&I Edge Drain 4" Dia PVC | LF | 12556 | 0 | 12445 | 158 | 12603 | \$9.00 | \$1,422.00 |
| | 140 | F&I Curb & Gutter Standard (Type II) | LF | 12030 | | 12030 | -27.4 | 12002.6 | \$30.00 | -\$822.00 |
| | 141 | F&I Pavement 10" Thick Doweled Conc | SY | 24290 | | 24290 | 13.8 | 24303.8 | \$91.00 | \$1,255.80 |
| | 142 | F&I Sidewalk 4" Thick Reinf Conc | SY | 5021 | | 5021 | -826.6 | 4194.4 | \$65.00 | -\$53,729.00 |
| | 143 | F&I Sidewalk 5" Thick Reinf Conc | SY | 1517 | | 1517 | -52 | 1465 | \$69.00 | -\$3,588.00 |
| | 144 | F&I Sidewalk 6" Thick Reinf Conc | SY | 60 | | 60 | -13.1 | 46.9 | \$75.00 | -\$982.50 |
| | 145 | F&I Driveway 7" Thick Reinf Conc | SY | 853.63000000000001 | 0 | 1491 | -416.37 | 1074.63 | \$80.00 | -\$33,309.60 |
| | 146 | F&I Det Wam Panels Cast Iron | SF | 150 | | 150 | -26 | 124 | \$55.00 | -\$1,430.00 |
| | 147 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 1102 | | 1102 | -26.94 | 1075.06 | \$115.00 | -\$3,098.10 |

| 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 (\$) |
|---------|---------|------------------------------|------|---------------|--------------|---------------|--------------|--------------------------|-----------------|--------------------|
| | 153 | F&I Traffic Surface Gravel | Ton | -350 | 0 | 200 | -200 | 0 | \$30.00 | -\$6,000.00 |
| Signing | 155 | F&I Sign Assembly | EA | 15 | | 15 | 2 | 17 | \$80.00 | \$160.00 |
| | 156 | F&I Sign Assembly & Anchor | EA | 21 | | 21 | -1 | 20 | \$120.00 | -\$120.00 |
| | 157 | F&I Diamond Grade Cubed | SF | 64.7 | | 64.7 | 9 | 73.7 | \$27.50 | \$247.50 |
| | 158 | F&I High Intensity Prismatic | SF | 127.3 | | 127.3 | 13.95 | 141.25 | \$25.50 | \$355.72 |
| | 159 | F&I Flexible Delineator | EA | 3 | | 3 | -3 | 0 | \$80.00 | -\$240.00 |
| | | | | | | | | Signing Sub Total | \$403.22 | |

Summary

Source Of Funding

Net Amount Change Order # 7 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Water Reclamation

-\$194,304.38

\$619,542.04

\$10,156,047.56


\$10,581,285.22

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

APPROVED

For Contractor

Title


PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(18)

Improvement District No. BN-25-C1

Type: Change Order #3

Location: Dakota Commerce Center North Addn

Date of Hearing: 12/1/2025

Routing

City Commission

Date12/8/2025

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed the accompanying correspondence from Senior Project Manager, Jason Satterlund, related to Change Order #3 in the amount of \$15,625.38 for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$15,625.38, which increases the total contract amount to \$8,640,554.75.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #3 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$15,625.38, bringing the total contract amount to \$8,640,554.75, 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

| <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| | | | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Satterlund, Sr. Project Manager
Date: November 25, 2025
Re: Improvement District No. BN-25-C1 - Change Order #3

Background:

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

Dakota Underground is the Prime Contractor on this project.

This memo requests approval for additional payment associated with Change Order #3, which addresses three unforeseen issues encountered during construction.

As road excavation progressed, Dakota Underground uncovered large buried rubble—basketball-sized asphalt chunks and concrete slabs—left by a previous landowner. Because these materials were unsuitable for subgrade use, Dakota Underground removed and hauled 650.00 tons off site. They are requesting compensation at a rate of \$10 per ton, for an additional cost of \$6,500.00.

A second issue arose from the assumed location of the grinder pump line connection to the existing 6-inch sanitary sewer force main. The connection point was discovered to be approximately 30 feet from the location indicated on the plans. Dakota Underground required four hours of crew time, two 401 Protecto-lined sleeves, and a short section of 6" sewer pipe to locate the connection, terminate, and backfill. Dakota Underground is requesting compensation of \$6,128.84 for this work.

Finally, the rim elevation of an 8-foot diameter manhole was incorrectly shown in the design plans. To match the correct elevation for the future asphalt turn lane, 14 inches needed to be cut off the manhole structure. Dakota Underground is requesting compensation of \$2,996.54 for this work.

Engineering has reviewed all three submissions and agrees that the combined cost of \$15,625.38 is appropriate for performing the work.

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

No additional days are required to complete the work.

Recommended Motion:

Approve Change Order No. 3 in the amount of \$15,625.38 for Improvement District No. BN-25-C1.

JTS/klb
Attachments



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

Change Order No 3 Change Order Date 11/25/2025
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 3
Change Order #3. Rubble removal, grinder pump termination, manhole rim revision

| 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 | 16 | Remove Pavement 16" Thick All Types | SY | 0 | | 0 | 500 | 500 | \$13.00 | \$6,500.00 |
| | 17 | Eliminate Sewer Service | EA | 0 | | 0 | 1 | 1 | \$6,128.84 | \$6,128.84 |
| | 18 | Modify Manhole | EA | 0 | | 0 | 1 | 1 | \$2,996.54 | \$2,996.54 |
| Change Order 3 Sub Total | | | | | | | | | | \$15,625.38 |

Summary.

| | |
|----------------------------------|---------------------|
| Source Of Funding | Special Assessments |
| Net Amount Change Order # 3 (\$) | \$15,625.38 |
| Previous Change Orders (\$) | \$39,010.56 |
| Original Contract Amount (\$) | \$8,585,918.81 |
| Total Contract Amount (\$) | \$8,640,554.75 |

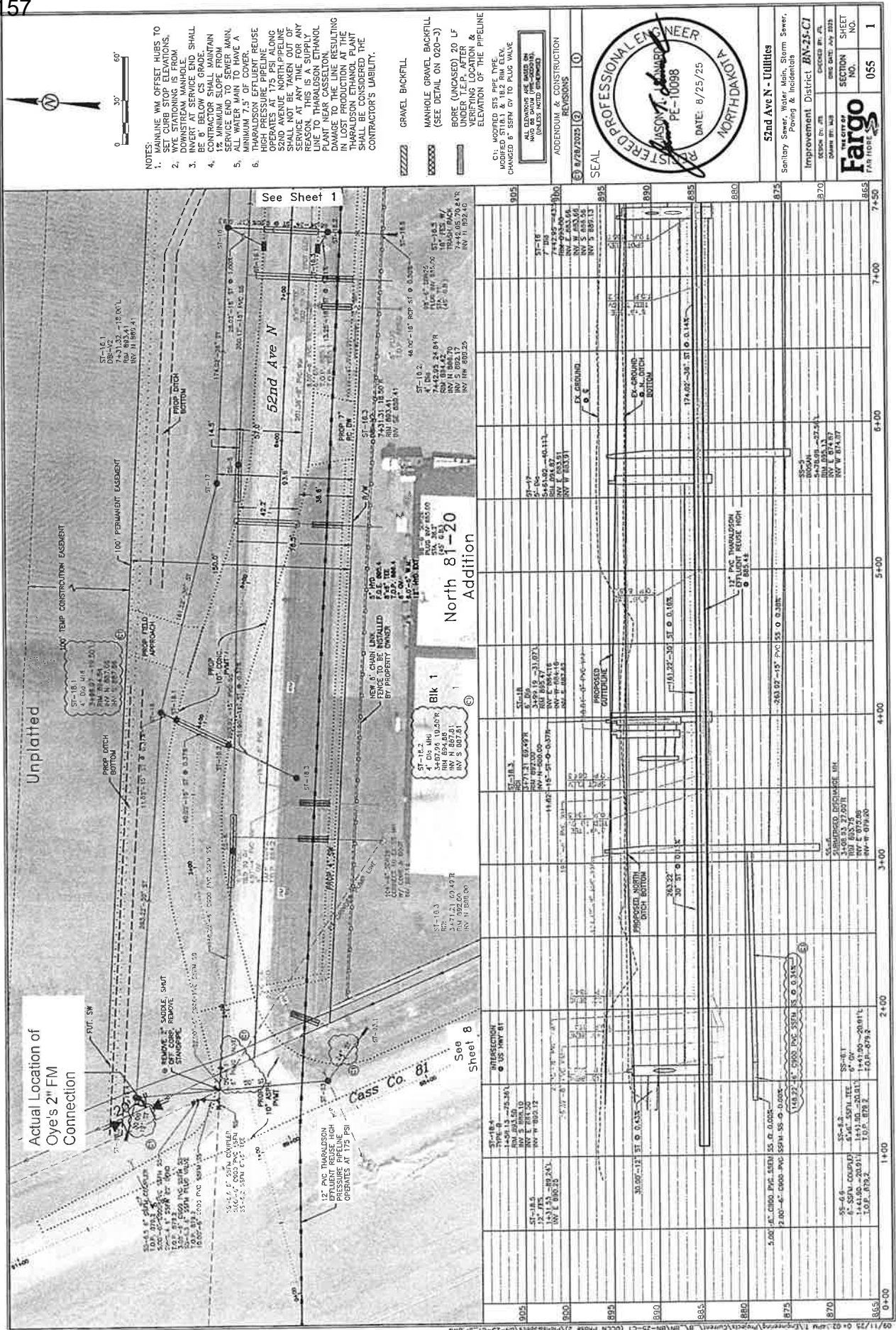
I hereby accept this order both as to work to be performed and prices on which payment shall be based.

| | |
|----------------|-----------------|
| APPROVED | APPROVED DATE |
| For Contractor | Department Head |
| Title | Mayor |
| | Attest |

Jared Heller
Jared Heller
Project Manager

T. Lee

| Employee | Rate | Hours | Amount |
|-------------------------|----------|-------|-----------------|
| Kurt Dwyer | \$99.00 | 4 | \$396.00 |
| Jace Rognlie | \$74.25 | 4 | \$297.00 |
| John Lafromboise | \$65.25 | 4 | \$261.00 |
| Gaven Lenoue | \$58.50 | 4 | \$234.00 |
| Miguel Medina | \$42.75 | 4 | \$171.00 |
| Billy Wolfe | \$76.50 | 4 | \$306.00 |
| Brandyn Anderson | \$72.00 | 4 | \$288.00 |
| subtotal | | | \$1,953.00 |
| + 25% profit & overhead | | | \$488.25 |
| Total Labor | | | \$2,441.25 |
| Equipment | Rate | Hours | Amount |
| 349 Excavator | \$174.46 | 4 | \$697.84 |
| D6 Dozer | \$175.76 | 4 | \$703.04 |
| 966 Loader | \$142.45 | 4 | \$569.80 |
| T870 Skidsteer | \$86.53 | 4 | \$346.12 |
| Pickup | \$29.65 | 4 | \$118.60 |
| Total Equipment | | | \$2,435.40 |
| | | | |
| Material/Subs | | | Cost Qty Amount |
| - 6" Repair Sleeve | \$492.07 | 2 ea | \$984.14 |
| - 6" C900 | \$5.87 | 3 ft | \$17.61 |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| subtotal | | | \$1,001.75 |
| + 25% profit & overhead | | | \$250.44 |
| Total Material | | | \$1,252.19 |
| Total | | | \$6,128.84 |



11/17/2025 BN 25-C1 Description ST 23 Lowering

| Employee | Rate | Hours | Amount | Equipment | Rate | Hours | Amount |
|---------------|---------|-------|----------|---------------|----------|-------|----------|
| Kurt Dwyer | \$99.00 | 2 | \$198.00 | 349 Excavator | \$174.46 | 2 | \$348.92 |
| Collin Miller | \$67.50 | 1 | \$67.50 | Bobcat T76 | \$81.44 | 1 | \$81.44 |
| | | | | Pickup | \$29.65 | 2 | \$59.30 |

| | | | | |
|-------------------------|-------------|----------|-----------------|----------|
| | subtotal | \$265.50 | Total Equipment | \$489.66 |
| + 25% profit & overhead | | \$66.38 | | |
| | Total Labor | | | \$331.88 |

| Material/Subs | Cost | Qty | Amount |
|----------------------|------------|-----|------------|
| - Dahls Indust Tools | \$1,740.00 | 1 | \$1,740.00 |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| - | | | |
| - | | | |

| | | |
|-------------------------|----------------|------------|
| | subtotal | \$1,740.00 |
| + 25% profit & overhead | | \$435.00 |
| | Total Material | \$2,175.00 |
| | Total | \$2,996.54 |

Dahl's Industrial Tool Co.

790 2nd Ave. N.W.
West Fargo, ND 58078
Phone (701) 282-4809
fax (701) 282-5974

November/13/25

Eric
Dakota Underground
4001 15th Ave NW
Fargo ND 58102
Phone # 701-729-9664
E-mail – eric@dakotaunderground.net

Subject: Cutting top 12" off of a manhole at 52nd Ave N and 38th Str N project.

Sawing:

(30') saw through 8" wall @ 48/lf..... 1,440.00

Haul water:

(1) haul water @ \$200/day..... 200.00

Setup:

(1) setup @ \$100..... 100.00

Total:..... \$1,740.00

We use a wet cut wall saw to cut the opening. Any **addition/reduction** in said work will be **charged/deducted** accordingly.

Thank you,
Chris Ramsett

From: [Jared Heller](#)
To: [Jason Satterlund](#)
Cc: [Bob Nelson](#); [Eric Odegaard](#)
Subject: BN-25-C1 Additional Asphalt Pavement Removal
Date: Tuesday, November 25, 2025 1:49:12 PM
Attachments: [Outlook-j3pfrkiy.png](#)
[Outlook-kvgkni1k.png](#)
[Outlook-0hte1yqw.png](#)
[Outlook-055qdfs4.png](#)
[Outlook-agudsbhp.png](#)
[Amazon Removals.xlsx](#)

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Jason-

Based on information from Marty, you and he discussed getting paid for some extra deep asphalt by Oye's. It sounds like the area was 150 feet by 30 feet and 18" deep.

Based on scale weights, this resulted in 650.18 Tons removed.

We are requesting \$10/Ton Removed for a total of \$6501.18.

Let me know your thoughts.

Thanks

Jared Heller, PE | Project Manager
Dakota Underground Company, Inc.
Municipal & Heavy Contractor | Fargo, ND
Office: 701.282.9753 | Direct: 701.781.6894
Cell: 701.306.7523

DAKOTA
UNDERGROUND



BN-25-C1

Removals

| | | | Tons |
|-------|-------|-------|--------|
| 6 | 29400 | 72420 | 21.51 |
| 8 | 25680 | 59800 | 17.06 |
| 9 | 27300 | 63000 | 17.85 |
| 13 | 29700 | 72160 | 21.23 |
| 7 | 27560 | 66840 | 19.64 |
| 12 | 27420 | 62660 | 17.62 |
| 14 | 30640 | 76060 | 22.71 |
| 6 | 29400 | 74460 | 22.53 |
| 10 | 27100 | 66300 | 19.6 |
| 13 | 29700 | 78120 | 24.21 |
| 12 | 27420 | 65960 | 19.27 |
| 14 | 30640 | 74600 | 21.98 |
| 10 | 27100 | 69640 | 21.27 |
| 6 | 29400 | 70500 | 20.55 |
| 13 | 29700 | 69160 | 19.73 |
| 7 | 27560 | 67000 | 19.72 |
| 12 | 27420 | 63580 | 18.08 |
| 14 | 30640 | 71740 | 20.55 |
| 10 | 27100 | 65440 | 19.17 |
| 6 | 29400 | 68780 | 19.69 |
| 9 | 27300 | 63920 | 18.31 |
| 13 | 29700 | 71000 | 20.65 |
| 7 | 27560 | 61800 | 17.12 |
| 12 | 27420 | 62560 | 17.57 |
| 14 | 30640 | 72240 | 20.8 |
| 10 | 27100 | 64000 | 18.45 |
| 6 | 29400 | 68420 | 19.51 |
| 9 | 27300 | 68140 | 20.42 |
| 13 | 29700 | 67200 | 18.75 |
| 7 | 27560 | 65500 | 18.97 |
| 12 | 27420 | 62100 | 17.34 |
| 14 | 30640 | 69760 | 19.56 |
| 10 | 27100 | 64620 | 18.76 |
| Total | | | 650.18 |

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

19

Improvement District No. BR-25-E1

Type: Negative Final Balancing Change Order #7

Location: Hickory St N from 28th – 29th Ave N; Maple
St N from 28th – 29th Ave N; 29th Ave N from
Longfellow Rd N to Maple St N

Date of Hearing: 12/1/2025

| | |
|-----------------|-------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12/8/2025</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Will Bayuk</u> |

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding Negative Final Balancing Change Order #3 in the amount of -\$21,859.66, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of -\$21,859.66, which brings the total contract amount to \$3,004,035.89.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -\$21,859.66, bringing the total contract amount to \$3,004,035.89, to Dakota Underground

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds, WW & Water Utility & Special Assessments

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

COMMITTEE

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

| <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, PE - Project Manager
Date: November 25, 2025
Re: Improvement District No. BR-25-E1 – Negative Final Balancing Change Order #3

Background:

Improvement District No. BR-25-E1 is for the reconstruction of Hickory Street North from 28th Avenue North to 29th Avenue North; Maple Street North from 28th Avenue North to 29th Avenue North; 29th Avenue North from Longfellow Road North to Maple Street North.

Dakota Underground is the Prime Contractor on this project.

Negative Final Balancing Change Order #3

Attached is Negative Final Balancing Change Order #3 in the amount of -\$21,859.66. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

| | |
|------------------------|------------------------|
| Original Contract: | \$ 2,988,482.36 |
| Change Order #1 | \$ 19,823.19 |
| Change Order #2 | \$ 17,590.00 |
| FBCO #2 | \$ -21,859.66 |
| Total Contract: | \$ 3,004,035.89 |

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of -\$21,859.66 to Dakota Underground for Improvement District No. BR-25-E1.

WRB/klb
Attachment



CHANGE ORDER REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-25-E1

HICKORY ST N FROM 28 AVE N TO 29 AVE N; MAPLE ST N FROM 28 AVE N TO 29 AVE N; 29 AVE N FROM LONGFELLOW RD N TO MAPLE ST N

Change Order No 3 Change Order Date 11/25/2025
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 3

This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|----------------|---------|-----------------------------------|------|---------------|--------------|---------------|--------------|--------------------------|-----------------|--------------------|
| Sanitary Sewer | 1 | Bore Pipe SDR 26 - 6" Dia PVC | LF | 250 | | 250 | -250 | 0 | \$110.00 | -\$27,500.00 |
| | 2 | Spot Repair Pipe w/GB | EA | 2 | | 2 | 1 | 3 | \$6,750.00 | \$6,750.00 |
| | 3 | F&I Pipe w/GB SDR 26 - 6" Dia PVC | LF | 596 | | 596 | 88.8 | 684.8 | \$120.00 | \$10,656.00 |
| | | | | | | | | Sanitary Sewer Sub Total | | -\$10,094.00 |
| Storm Sewer | 11 | F&I Controlled Density Fill | CY | 25 | | 25 | -8.13 | 16.87 | \$200.00 | -\$1,626.00 |
| | 17 | Connect Pipe to Exist Pipe | EA | 5 | | 5 | -3 | 2 | \$2,500.00 | -\$7,500.00 |
| | 18 | Connect Pipe to Exist Structure | EA | 1 | | 1 | -1 | 0 | \$2,500.00 | -\$2,500.00 |
| | 19 | Remove Pipe All Sizes All Types | LF | 93 | | 93 | -16 | 77 | \$30.00 | -\$480.00 |
| | 20 | F&I Pipe w/GB 15" Dia | LF | 1230 | | 1230 | 6.4 | 1236.4 | \$115.00 | \$736.00 |
| | 21 | F&I Pipe w/GB 18" Dia | LF | 14 | | 14 | -14 | 0 | \$0.01 | -\$0.14 |
| | 22 | F&I Pipe w/GB 12" Dia Reinf Conc | LF | 8 | | 8 | -8 | 0 | \$0.01 | -\$0.08 |
| | 23 | F&I Pipe w/GB 18" Dia Reinf Conc | LF | 8 | | 8 | -8 | 0 | \$0.01 | -\$0.08 |
| | | | | | | | | | | |

| 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 (\$) |
|----------------------|-----------------------|--|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Water Main | 24 | F&I Pipe w/GB SDR 26 - 10" Dia PVC | LF | 4 | | 4 | 5 | 9 | \$0.01 | -\$0.05 |
| | 25 | F&I Controlled Density Fill | CY | 10 | | 10 | -0.6 | 9.4 | \$300.00 | -\$180.00 |
| | 26 | F&I Fittings C153 Ductile Iron | LB | 1227 | | 1227 | -17 | 1210 | \$12.00 | -\$204.00 |
| | 28 | F&I 1-1/4" Trench Found Rock 4" thru 12" Dia | LF | 2637 | | 2637 | -2637 | 0 | \$0.01 | -\$26.37 |
| | 30 | Remove Pipe All Sizes All Types | LF | 1996 | | 1996 | -1996 | 0 | \$0.01 | -\$19.96 |
| | 31 | Remove Pipe Asbestos Cement | LF | 1996 | | 1996 | -172.2 | 1823.8 | \$0.01 | -\$1.72 |
| | 32 | F&I Pipe w/GB C900 DR 18 - 6" Dia PVC | LF | 41 | | 41 | 4.4 | 45.4 | \$150.00 | \$660.00 |
| | 33 | F&I Pipe w/GB C900 DR 18 - 8" Dia PVC | LF | 2579 | | 2579 | 9.9 | 2588.9 | \$180.00 | \$1,782.00 |
| | 36 | Bore Pipe 1" Dia Water Service | LF | 250 | | 250 | -250 | 0 | \$105.00 | -\$26,250.00 |
| | 37 | F&I Pipe w/GB 1" Dia Water Service | LF | 644 | | 644 | 311.6 | 955.6 | \$105.00 | \$32,718.00 |
| Paving | 42 | Relocate Mailbox | EA | 42 | | 42 | -2 | 40 | \$400.00 | -\$800.00 |
| | 43 | Remove Mailbox | EA | 42 | | 42 | -2 | 40 | \$90.00 | -\$180.00 |
| | 44 | Remove Pavement All Thicknesses All Types | SY | 7605 | | 7605 | 91.9 | 7696.9 | \$20.00 | \$1,838.00 |
| | 45 | F&I Casting Water Service | EA | 7 | | 7 | -1 | 6 | \$400.00 | -\$400.00 |
| | 47 | Subgrade Preparation | SY | 9945 | | 9945 | -271.47 | 9673.53 | \$5.00 | -\$1,357.35 |
| | 48 | F&I Woven Geotextile | SY | 9945 | | 9945 | -271.47 | 9673.53 | \$2.00 | -\$542.94 |
| | 49 | F&I Class 5 Agg - 8" Thick | SY | 9945 | | 9945 | -271.47 | 9673.53 | \$16.50 | -\$4,479.26 |
| | 50 | F&I Edge Drain 4" Dia PVC | LF | 5026 | | 5026 | -423 | 4603 | \$13.00 | -\$5,499.00 |
| | 51 | F&I Curb & Gutter Mountable (Type I) | LF | 5026 | | 5026 | 44.4 | 5070.4 | \$32.00 | \$1,420.80 |
| | Storm Sewer Sub Total | | | | | | | | | |
| Water Main Sub Total | | | | | | | | | | \$8,477.95 |

| 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 (\$) |
|---------|---------|---|------|---------------|--------------|---------------|--------------|--------------------------|-----------------|--------------------|
| | 52 | Remove Curb & Gutter | LF | 5080 | | 5080 | -9.6 | 5070.4 | \$5.00 | -\$48.00 |
| | 53 | F&I Sidewalk 4" Thick Reinf Conc | SY | 2077 | | 2077 | 299.61 | 2376.61 | \$75.00 | \$22,470.75 |
| | 54 | F&I Sidewalk 6" Thick Reinf Conc | SY | 48 | | 48 | 0.04 | 48.04 | \$100.00 | \$4.00 |
| | 55 | Remove Sidewalk All Thicknesses All Types | SY | 2465 | | 2465 | -216.1 | 2248.9 | \$10.00 | -\$2,161.00 |
| | 56 | F&I Driveway 6" Thick Reinf Conc | SY | 1463 | | 1463 | 52.88 | 1515.88 | \$85.00 | \$4,494.80 |
| | 57 | Remove Driveway All Thicknesses All Types | SY | 1009 | | 1009 | 439.95 | 1448.95 | \$12.00 | \$5,279.40 |
| | 59 | F&I Flat MH Cover 8" Thick Reinf Conc | EA | 1 | | 1 | -1 | 0 | \$2,500.00 | -\$2,500.00 |
| | 60 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 3876 | | 3876 | -208.18 | 3667.82 | \$97.00 | -\$20,193.46 |
| | 63 | Casting to Grade - no Conc | EA | 8 | | 8 | 6 | 14 | \$1,000.00 | \$6,000.00 |
| | 65 | GV Box to Grade - no Conc | EA | 8 | | 8 | 2 | 10 | \$800.00 | \$1,600.00 |
| | 68 | Weed Control Type B | SY | 5970 | | 5970 | -5970 | 0 | \$0.10 | -\$597.00 |
| | 72 | Inlet Protection - Existing Inlet | EA | 15 | | 15 | -2 | 13 | \$250.00 | -\$500.00 |
| | 75 | Irrigation Repair | EA | 20 | | 20 | -13.42 | 6.58 | \$950.00 | -\$12,749.00 |
| | | | | | | | | Paving Sub Total | | -\$8,899.25 |
| Signing | 77 | F&I Sign Assembly & Anchor | EA | 13 | | 13 | 1 | 14 | \$275.00 | \$275.00 |
| | 78 | F&I Diamond Grade Cubed | SF | 97.4 | | 97.4 | -15.7 | 81.7 | \$13.00 | -\$204.10 |
| | 79 | F&I High Intensity Prismatic | SF | 10.5 | | 10.5 | -4.5 | 6 | \$10.00 | -\$45.00 |
| | | | | | | | | Signing Sub Total | | \$25.90 |

Summary

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Prairie Dog, Wastewater utility, Water Utility, Special Assessments

-\$21,859.66

\$37,413.19

\$2,988,482.36

\$3,004,035.89

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

APPROVED

For Contractor

Title

Dakota Powerco, Inc.



PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Improvement District No. BR-25-H1

Type: Change Order #1 & Time Extension

Location: 3rd St N, NP Ave – 1st Ave

Date of Hearing: 12/1/2025

RoutingDate

City Commission

12/8/2025

PWPEC File

X

Project File

Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding Change Order #1 in the amount of \$30,195.48 for additional work, as well as a time extension to the Substantial and Final Completion Date bringing them to October 24, 2025 and May 15, 2026, respectively.

Staff is seeking approval of Change Order #1 in the amount of \$30,195.48, which increases the total contract amount to \$984,508.78, and the time extension as described above.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #1 and the time extension to Paras Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$30,195.48, bringing the total contract amount to \$984,508.78, and the time extension to the Substantial and Final Completion Dates bringing them to October 24, 2025 and May 15, 2026 to Paras Contracting.

PROJECT FINANCING INFORMATION:

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

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

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

COMMITTEE

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

| Present | Yes | No | Unanimous |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Shane Geraghty, Project Manager
Date: November 25, 2025
Re: Improvement District No. BR-25-H1 – Change Order #1 & Time Extension

Background:

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

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

Details of Change Order #1:

On typical downtown reconstruction projects, contractors are typically able to install sanitary sewer under live flow. However, because of the unexpectedly high flows due to operations at Vestis, that was not feasible for this project. The Contractor needed to set up bypass pumping in order to install the sanitary sewer. The cost of this additional work was \$11,000 and required 2 additional days.

During the installation of one of the sanitary sewer manholes, a storm sewer pipe that did not appear on the plans was discovered, which could not be protected during manhole work. The pipe was removed and once the manhole was installed the pipe was replaced. The cost of this additional work was \$2,535.98 with no additional days required to complete this work.

During the installation of sanitary sewer services, a hole in the existing 24" storm sewer main was discovered. The Contractor removed a broken section of pipe and replaced it with a segment of new pipe. The cost of this additional work was \$5,203.00 with 2 additional days required to complete this work.

On August 27, United Automotive Tech Center hosted a car show which required the use of 3rd Street. In order to facilitate this event, the Contractor spent the day cleaning up and making the site accessible. One day and no additional cost was needed for this.

During removal of the existing sidewalk, it was determined that a City owned fiber hand hole on the east side would need to be replaced due to the poor condition. On the west side, an additional hand hole would require a new frame and lid. Two traffic loops were removed with the existing pavement. It was determined these would need to be replaced with this project. The cost of this additional work was \$11,456.50 and needed no additional days to complete this work.

The Contractor was not able to complete the plantings within the normal planting season for the City of Fargo due to the compressed schedule of this project. With the input of the City forester, the City has requested that the plantings be delayed until next spring. Therefore, the Final Completion Date has been pushed to May 15, 2026.

The additional cost associated with this change order totals \$30,195.48. Five additional days are requested for substantial completion and we request moving final completion to May 15, 2026. All changes have been reviewed and verified by our Engineering team to ensure necessity and accuracy.

Recommended Motion:

I recommend the approval of Change Order #1 in the amount of \$30,195.48 and the associated time extension for Improvement District No. BR-25-H1.

STG/klb
Attachments

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

| | | | |
|-----------------|-----------------------|-------------------|------------|
| Change Order No | 1 | Change Order Date | 11/13/2025 |
| 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

On typical downtown reconstruction projects, contractors are typically able to install sanitary sewer under live flow. However, because of the unexpectedly high flows due to operations at Vestis, that was not feasible for this project. The contractor needed to set up bypass pumping in order to install the sanitary sewer. This cost of this additional work was \$11,000 and required 2 additional days.

During the installation of one of the sanitary sewer manholes, a storm sewer pipe that did not appear on the plans was discovered which could not be protected during manhole work. The pipe was removed and once the manhole was installed the pipe was replaced. The cost of this additional work was \$2,535.98 with no additional days required to complete this work.

During the installation of sanitary sewer services, a hole in the existing 24" storm sewer main was discovered. The contractor removed broken section of pipe and replaced it with a segment of new pipe. The cost of this additional work was \$5,203.00 with 2 additional days required to complete this work.

On August 27th, United Automotive Tech Center hosted a car show which required the use of 3rd St. In order to facilitate this event, the contractor spent the day cleaning up and making the site accessible for this event. One day and no additional cost was needed for this.

During removal of the existing sidewalk, it was determined that a City owned fiber hand hole on the east side would need to be replace due to the poor condition. On the west side, an additional hand hole would require a new frame and lid. Two traffic loops were removed with the existing pavement. It was determined these would need to be replaced with this project. The cost of this additional work was \$11,456.50 and needed no additional days to complete this work.

The contractor was not able to complete the plantings within the normal planting season for the City of Fargo due to the compressed schedule of this project. With the input of the City forester, the City has requested that the plantings be delayed until next spring. Therefore, the final completion date has been pushed to May 15th 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 1 | 43 | Bypass Pumping | EA | 0 | | 0 | 1 | 1 | \$11,000.00 | \$11,000.00 |
| | 44 | Repair Pipe 12" Dia | EA | 0 | | 0 | 1 | 1 | \$5,203.00 | \$5,203.00 |
| | 45 | Repair Pipe 24" Dia | EA | 0 | | 0 | 1 | 1 | \$2,535.98 | \$2,535.98 |
| | 46 | F&I Detection In-Ground Loop | EA | 0 | | 0 | 2 | 2 | \$4,400.00 | \$8,800.00 |
| | 47 | F&I Pull Box | EA | 0 | | 0 | 2 | 2 | \$1,328.25 | \$2,656.50 |
| Change Order 1 Sub Total | | | | | | | | | | \$30,195.48 |

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Prairie Dog, Sales Tax - Infrastructure
\$30,195.48
\$0.00
\$954,313.30
\$984,508.78

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

10/17/2025

Additional Days Substantial Completion

7

New Substantial Completion Date

10/24/2025

Current Final Completion Date

11/15/2025

Additional Days Final Completion

181

New Final Completion Date

5/15/2026

Interim Completion Dates

APPROVED

For Contractor

Title

Heather Quesson
President

APPROVED DATE

Department Head

Mayor

Attest

T. Cee

PARAS Contracting, Inc.
 PO Box 9973
 Fargo, ND 58106-9973
 Phone: (701) 232-6972
 Fax: (701) 232-5924

TO City of Fargo
 City Hall
 Fargo, ND 58102

| QUOTE DATE | VALID THRU | FOR | PAGE |
|------------|------------|--------------|------|
| 11/4/2025 | 11/4/2025 | Change Order | 1 |

| ITEM NO | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED |
|---------|----------|-----------------------|------------|------------|
| STRATA | 1 | Strata - Change Order | 10,415.00 | 10,415.00* |
| MASTER | 1 | Master - Change Order | 17,035.44 | 17,035.44* |
| PARAS | 1 | PARAS - Prime Mark Up | 2,745.04 | 2,745.04* |

* means item is non-taxable

TOTAL AMOUNT 30,195.48



Change Order

| | | |
|--------------------------------|--------------|------------|
| Proposal Submitted to Address: | Phone: | Date: |
| Paras Contracting, Inc. | 701-866-9371 | 10/22/2025 |
| Attn: Heather | | Addendum |

Strata Corporation is pleased to submit the following proposal based upon the info. we've received.

Project: BR-25-H1 - 3rd St Reconstruction

| Item | Description | Qty | Unit | Price | Total |
|------|---|-----|------|-------------|--|
| 1 | Replacement of existing fiber optic pull box on 3rd St. - Price Includes all labor and material costs to remove the existing Quazite Fiber Optice pull box and install a new Channel brand Fiber Optic pull box. | 1 | EA | \$ 1,700.00 | \$ 1,700.00 \$1,870 after prime contractor markup |
| 2 | Traffic Loop Installation - (1 EA - 3rd & 1st) & (1 EA - 3rd & NP Ave) - Installed 2ea sawed in traffic signal loops on 3rd St. | 2 | EA | \$ 4,000.00 | \$ 8,000.00 \$8,800 after prime contractor markup |
| 3 | Provide and install a new in-concrete pull box frame and lid around existing traffic signal pull box located on the east side of 3rd st. | 1 | EA | \$ 715.00 | \$ 715.00 \$786.5 after prime contractor markup |

Item 1 and item 3 combined in change order and prices averaged to \$1,328.25 (after prime markup)

| | |
|--------------|---------------------|
| Total | \$ 10,415.00 |
|--------------|---------------------|

+ \$1,041.50 prime contractor markup

All material is guaranteed to be specified. All work to be completed in workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Proposal By: **Scott Schell**

Scott Schell

Authorized Signature

Acceptance of Proposal-

The above prices, specifications, and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

MASTER CONSTRUCTION

BOX 788 • FARGO, ND 58107 • (701) 237-4950 • FAX (701) 237-5027

| | | | |
|---|-------------------|---------------------------------|---------------------------------|
| Proposal Submitted to: Paras Contracting, Inc | | Phone 701-866-9371 | Date November 4, 2025 |
| Street PO Box 9973 | | Job Name BR-25-H1 | |
| City, State, and Zip Code Fargo, ND 58106 | | Job Location 3rd St N | |
| Contact Heather Iverson | Bid Letting Date: | | Job Phone |

We hereby submit change order for the following Scope of Work:

Bypass Pumping 9/11/25-9/12/25

| | | | |
|----------------------------|--------|------------|--|
| Pumping Includes | | | |
| Pump and Crew of five guys | 10 hrs | \$1,000.00 | 10,000.00 |
| | | | \$11,000 after prime contractor markup |

Storm Sewer Repair #1 9/11/25

| | | | |
|-----------------------------------|--------|----------|--|
| Backhoe and Operator | 3 hrs | \$200.00 | 600.00 |
| Four guys-labor | 12 hrs | \$75.00 | 900.00 |
| Materials 12"-14' PVC two Ferncos | 1 LS | \$805.44 | 805.44 |
| | | | \$2,535.98 after prime contractor markup |

Storm Sewer Repair #2 9/12/25

| | | | |
|---|--------|------------|---------------------------------------|
| Backhoe and Operator | 3 hrs | \$200.00 | 600.00 |
| Four guys-labor | 12 hrs | \$75.00 | 900.00 |
| Materials 24"-2' PVC/Gator/Rebar/Concrete | 1 LS | \$3,230.00 | 3,230.00 |
| | | | \$5,203 after prime contractor markup |

We Completed the above chane order:

Seventeen thousand and thirty five dollars and 44/100

dollars

\$ 17,035.44

Authorized Signature:

+ \$1,703.54 prime contractor markup



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

October 9, 2025

Shane Geraghty – Project Manager
City of Fargo – Engineering Department
RE: Time Extension Request BR-25-H1

Shane,

Master Construction is requesting a time extension due to the following change of conditions and additional work performed:

During removals, pipe installation and subgrade prep access was kept to access to Motorola Building to accommodate their needs, directed by the City of Fargo. Asking for 4 days due to the change in conditions of not being able to complete at one time. Denied

During the pipe installation, repairs were made to existing storm sewer in two locations not included in original plans. This repair took 2 days which added to the pipe utility installation. – Asking for a 2-day Extension. Approved

Due to the heavy water usage and discharge into the Sanitary Sewer from Amrak facility a bypass pumping had to be performed for the Sanitary Sewer Manhole to be installed. This change in condition caused a 2-day increase in pipe utilities installation. – Asking for a 2-day Extension. Approved

On August 27th due to car show for United Automotive Tech Center work had to be stopped and site cleaned to accommodate the show scheduled for 5 o'clock pm. Asking for 1 day Extension. Approved

On Thursday September 18th and Friday September 19th the City of Fargo received 2.5 inches of rain while road subgrade prep was being performed. This amount is abnormal for a two-day period. Causing to lose workdays Thursday through Saturday – Asking for a 3-day Extension. Denied, 3 days of rain delay seems within reasonable expectations

There was a shallow duct bank leading to longer drying times for the Sub Grade. This delay was unforeseen. - Asking for a 2-day Extension Denied

Utility Boxes in the walkable sidewalk that needed to be moved by utility contractors and put to grade. - Asking for a 2- day Extension. Denied

Total days requested is 16 days which would push substantial completion to November 3rd, 2025, and adjust final completion accordingly. Approved 5 total days.

PARAS Contracting will continue to push all subcontractors to complete on time.

Thanks,
Heather Iverson

Shane Geraghty

From: PARAS Contracting, Inc. <parascontracting@yahoo.com>
Sent: Wednesday, November 12, 2025 3:02 PM
To: Shane Geraghty
Subject: Fw: BR-25-H1

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Please see Master's response below.

Thanks,
Heather Iverson
PARAS Contracting, Inc
PO Box 9973
Fargo, ND 58106-9973
701-232-6972
701-232-5924 (fax)

----- Forwarded Message -----

From: Zach Iverson <zach.masterconstruction@gmail.com>
To: PARAS Contracting, Inc. <parascontracting@yahoo.com>
Sent: Wednesday, November 12, 2025 at 09:51:49 AM CST
Subject: Re: BR-25-H1

Heather,

Here is the breakdown per what one hour included, Please see list below.

Bypass Pumping:

- 5 Guys @ \$75.00 (Per One Hour) Total= \$375.00
- Pumps(2x3" Pumps) @ \$100.00 (Per One Hour) Total= \$100.00 - Note: Operator is included in the 5 Guys
- 644 Loader (Sitting) @ \$225.00 (Per One Hour) Total= \$225.00 - Note: Operator is included in the 5 Guys
- 349 Excavator (Sitting) @ \$300.00 (Per One Hour) Total= \$300.00 - Note: Operator is included in the 5 Guys

In summary \$1,000.00 per hour @ 10 hours, for a Total of \$10,000.00.

This was our Main Line Crew who did the work, as production was lost due to the amount of unknown water coming into this area.

Please let me know if you need anything else.

Sincerely,

Zach

Master Construction Inc.

1572 45th St N.
Fargo ND, 58104

Office: 701-237-4950 ex.115
Cell:701-799-1442

From: PARAS Contracting, Inc. <parascontracting@yahoo.com>
Sent: Wednesday, November 12, 2025 9:19 AM
To: Zach Iverson <zach.masterconstruction@gmail.com>
Subject: Fw: BR-25-H1

See Shane's email

[Yahoo Mail: Search, Organize, Conquer](#)

----- Forwarded Message -----
From: "Shane Geraghty" <SGeraghty@FargoND.gov>
To: "PARAS Contracting, Inc." <parascontracting@yahoo.com>
Sent: Wed, Nov 12, 2025 at 8:12 AM
Subject: RE: BR-25-H1

Understood. That makes sense. Can Master just split that out a bit to quantify that then?

Sorry for the delayed response. The email got stuck in my outbox so I didn't realize it never sent.

Thanks

Shane Geraghty *PE*

Civil Engineer II

THE CITY OF FARGO | ENGINEERING

Office: 701.241.1571

SGeraghty@FargoND.gov

At The City of Fargo, We Work for You

From: PARAS Contracting, Inc. <parascontracting@yahoo.com>
Sent: Wednesday, November 5, 2025 9:38 AM
To: Shane Geraghty <SGeraghty@FargoND.gov>
Subject: Fw: BR-25-H1

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Please see Master's response to your question.

PARAS Contracting, Inc

PO Box 9973

Fargo, ND 58106-9973

701-232-6972

701-232-5924 (fax)

----- Forwarded Message -----

From: Zach Iverson <zach.masterconstruction@gmail.com>
To: PARAS Contracting, Inc. <parascontracting@yahoo.com>
Sent: Wednesday, November 5, 2025 at 09:33:12 AM CST
Subject: Re: BR-25-H1

Heather,

Yes, one guy was watching the pump I agree. But for us to install the MH we needed to pump water. Even then we could not stop all the water, which slowed down production by a day almost two in total. As we laid that section of pipe underwater and used way more rock for bedding as planned. The amount of water at that location made it very difficult to install, and trying to keep a safe hole and that depth with other utilities/pipes being a factor.

Zach

Master Construction Inc.

1572 45th St N.

Fargo ND, 58104

Office: 701-237-4950 ex.115

Cell:701-799-1442

From: PARAS Contracting, Inc. <parascontracting@yahoo.com>
Sent: Wednesday, November 5, 2025 9:26 AM
To: Zach Iverson <zach.masterconstruction@gmail.com>
Subject: Fw: BR-25-H1

Good Morning Sir,

Please see Shane's questions below.

Thanks

PARAS Contracting, Inc

PO Box 9973

Fargo, ND 58106-9973

701-232-6972

701-232-5924 (fax)

----- Forwarded Message -----

From: Shane Geraghty <sgeraghty@fargond.gov>

To: PARAS Contracting, Inc. <parascontracting@yahoo.com>

Sent: Wednesday, November 5, 2025 at 09:24:37 AM CST

Subject: RE: BR-25-H1

I did. I was just chatting with Jacob about it to confirm some info. Can you have Master provide me more information on the bypass pumping? Where do they come up with \$1,000/hour? If I remember correctly, there was one person monitoring the pump and we pumped manhole to manhole in very close proximity so that seems a bit steep.

Thanks

Shane Geraghty PE

Civil Engineer II

THE CITY OF FARGO | ENGINEERING

Office: 701.241.1571

SGeraghty@FargoND.gov

At The City of Fargo, We Work for You

From: PARAS Contracting, Inc. <parascontracting@yahoo.com>

Sent: Wednesday, November 5, 2025 9:21 AM

To: Shane Geraghty <SGeraghty@FargoND.gov>

Subject: BR-25-H1

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Shane,

Can you please confirm that you received the change order information.

Thanks

Heather Iverson

PARAS Contracting, Inc

Page 184

PO Box 9973

Fargo, ND 58106-9973

701-232-6972

701-232-5924 (fax)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(21)

Improvement District No. PN-25-A1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/1/2025

| | |
|-----------------|-----------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12/8/2025</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Jason Hoogland</u> |

The Committee reviewed a communication from Project Manager, Jason Hoogland, regarding Final Balancing Change Order #2 in the amount of \$72,846.74, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$72,846.74, which increases the total contract amount to \$1,976,054.52.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Final Balancing Change Order #2 to FM Asphalt.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$72,846.74, bringing the total contract amount to \$1,976,054.52, to FM Asphalt.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

| | |
|-----|-----|
| Yes | No |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |


COMMITTEE

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

| Present | Yes | No | Unanimous |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Senior Project Manager
Date: November 17, 2025
Re: Improvement District No. PN-25-A1 – Final Balancing Change Order #2

Background:

Improvement District No. PN-25-A1 is a project to install the asphalt wear course on streets in the City. This work was done in 6 areas of the City.

Final Balancing Change Order #2 in the amount of \$72,846.74 reconciles the final quantities for the project. Most of this increase is due to replacing more curb than anticipated. This change order includes additional pay items for work requested by the Engineering Department from the Contractor. The cost of this additional work totals \$9,035.00.

| | |
|---------------------------|-----------------------|
| Original Contract: | \$1,897,626.93 |
| Change Order #1 | \$ 5,580.85 |
| Change Order #2 (FBCO) | \$ 72,846.74 |
| Total Contract: | \$1,976,054.52 |

The project is funded through Special Assessments.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$72,846.74 for Improvement District No. PN-25-A1.

JMH/klb
Attachments



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

Final Balancing
Change Order

Change Order No 2 Change Order Date 11/10/2025
Contractor FM Asphalt LLC

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

EXPLANATION OF CHANGE Change Order # 2

quantities as measured in the field

Section 4 - 3 extra riser rings (special item A)

Section 4 - new inlet casting

Section 5 - 19 extra riser rings (special item A)

Section 5 - lower manhole casting (casting to grade)

Section 6 - 7 extra riser rings (special item A)

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|---------|---------------------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| SECTION 1 | 1 | Repair Inlet | EA | 2 | | | -2 | 0 | \$515.00 | -\$1,030.00 |
| | | Adjust Curb & | | | | | | | | |
| | 2 | Gutter - Mud/Sand Jack | LF | 1000 | | | -670 | 330 | \$17.00 | -\$11,390.00 |
| | 3 | Rem & Repl Curb & Gutter Adjust | LF | 500 | | | -338.8 | 161.2 | \$70.00 | -\$23,716.00 |
| | 4 | Driveway - Mud/Sand Jack | SF | 1000 | | | -1000 | 0 | \$4.20 | -\$4,200.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|---------------------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| SECTION 2 | 5 | Rem & Repl Driveway 7" Thick Reinf Conc | SY | 25 | 25 | 0 | -25 | 0 | \$1115.00 | -\$2,875.00 |
| | 6 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 1800 | 1800 | 5.24 | 1805.24 | | \$75.00 | \$393.00 |
| | 8 | GV Box to Grade - no Conc | EA | 1 | 1 | -1 | 0 | | \$235.00 | -\$235.00 |
| | 9 | Mill / Grind Asphalt Pvmnt Along Curb | LF | 7708 | 7708 | 67.5 | 7775.5 | | \$1.65 | \$111.38 |
| | 10 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick | SY | 400 | 400 | -150 | 250 | | \$5.00 | -\$750.00 |
| | 11 | Sodding | SY | 50 | 50 | -21.3 | 28.7 | | \$78.00 | -\$1,661.40 |
| | SECTION 1 Sub Total | | | | | | | | | |
| | 13 | Repair Inlet | EA | 1 | 1 | -1 | 0 | | \$515.00 | -\$515.00 |
| | 14 | Adjust Curb & Gutter - Mud/Sand Jack | LF | 200 | 200 | -105 | 95 | | \$17.00 | -\$1,785.00 |
| | 15 | Rem & Repl Curb & Gutter | LF | 200 | 200 | -112.9 | 87.1 | | \$70.00 | -\$7,903.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|----------------------------|---------|--|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | 16 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 600 | | 600 | 19.87 | 619.87 | \$79.00 | \$1,569.73 |
| | 17 | Casting to Grade - no Conc | EA | 5 | | 5 | 1 | 6 | \$265.00 | \$265.00 |
| | 18 | GV Box to Grade - no Conc | EA | 1 | | 1 | -1 | 0 | \$235.00 | -\$235.00 |
| | 20 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick | SY | 150 | | 150 | -63 | 87 | \$5.00 | -\$315.00 |
| | 21 | Sodding | SY | 25 | | 25 | -13.71 | 11.29 | \$78.00 | -\$1,069.38 |
| | 22 | F&I Grooved Thermoplastic Pavement Marking Message | SF | 195 | | 195 | -12 | 183 | \$82.00 | -\$984.00 |
| | 23 | Paint Epoxy Line 4" Wide | LF | 2329 | | 2329 | 851 | 3180 | \$10.50 | \$8,935.50 |
| | 25 | Paint Epoxy Line 16" Wide | LF | 17 | | 17 | -0.5 | 16.5 | \$37.00 | -\$18.50 |
| | 26 | Paint Epoxy Line 24" Wide | LF | 70 | | 70 | -10 | 60 | \$46.00 | -\$460.00 |
| SECTION 3 | 29 | Repair Inlet | EA | 2 | | 2 | -1 | 1 | \$515.00 | -\$515.00 |
| SECTION 2 Sub Total | | | | | | | | | | -\$2,514.65 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|---------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | 30 | Adjust Curb & Gutter - Mud/Sand Jack | LF | 800 | | | 800 | 555 | \$17.00 | -\$4,165.00 |
| | 31 | Rem & Repl Curb & Gutter | LF | 1000 | | | 1000 | 1481.8 | \$70.00 | \$33,726.00 |
| | 32 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 10 | | | 10 | 7.29 | \$110.00 | -\$298.10 |
| | 33 | Adjust Driveway - Mud/Sand Jack | SF | 1000 | | | 1000 | 312 | \$4.20 | -\$2,889.60 |
| | 34 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | | 50 | 0 | \$110.00 | -\$5,500.00 |
| | 35 | F&I Det Warn Panels Cast Iron | SF | 8 | | | 8 | 0 | \$62.00 | -\$496.00 |
| | 36 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 3600 | | | 3600 | 3821.43 | \$74.50 | \$16,496.54 |
| | 38 | GV Box to Grade - no Conc | EA | 15 | | | 15 | 6 | \$235.00 | -\$2,115.00 |
| | 40 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick | SY | 500 | | | 500 | 300 | \$5.00 | -\$1,000.00 |

[illegible]

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|---------|---|------|---------------|--------------|---------------|--------------|----------------------------|---------------------|--------------------|
| SECTION 5 | | Mill / Grind | | | | | | | | |
| | 55 | Asphalt Pvmt 1" to 2" Thick | SY | 100 | 100 | | -100 | 0 | \$5.00 | -\$500.00 |
| | 56 | Sodding | SY | 25 | 25 | | -5.43 | 19.57 | \$78.00 | -\$423.54 |
| | | | | | | | | SECTION 4 Sub Total | -\$26,429.74 | |
| | 58 | Repair Inlet | EA | 6 | 6 | | -3 | 3 | \$515.00 | -\$1,545.00 |
| | | Adjust Curb & Gutter - | | | | | | | | |
| | 59 | Mud/Sand Jack | LF | 2000 | 2000 | | -886 | 1114 | \$17.00 | -\$15,062.00 |
| | 60 | Rem & Repl Curb & Gutter | LF | 1000 | 1000 | | 1366 | 2366 | \$70.00 | \$95,620.00 |
| | 61 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 10 | 10 | | 21.51 | 31.51 | \$120.00 | \$2,581.20 |
| | | Adjust | | | | | | | | |
| | 62 | Driveway - Mud/Sand Jack | SF | 1000 | 1000 | | -928 | 72 | \$4.20 | -\$3,897.60 |
| | 63 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | 50 | | -50 | 0 | \$125.00 | -\$6,250.00 |
| | 64 | F&I Det Wam Panels Cast Iron | SF | 8 | 8 | | 28 | 36 | \$62.00 | \$1,736.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|--|---|------|----------------------|--------------|----------------------|--------------|--------------|-----------------|--------------------|
| | 65 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 6300 | | 6300 | 239.03 | 6539.03 | \$74.00 | \$17,688.22 |
| | 66 | Casting to Grade - no Conc | EA | 70 | | 70 | -4 | 66 | \$265.00 | -\$1,060.00 |
| | 67 | GV Box to Grade - no Conc | EA | 10 | | 10 | -1 | 9 | \$235.00 | -\$235.00 |
| | 69 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick | SY | 300 | | 300 | -208.5 | 91.5 | \$5.00 | -\$1,042.50 |
| | 70 | Sodding | SY | 100 | | 100 | 138.7 | 238.7 | \$78.00 | \$10,818.60 |
| | 71 | Paint Epoxy Line 4" Wide | LF | 298 | | 298 | -18 | 280 | \$4.10 | -\$73.80 |
| | 72 | Paint Epoxy Line 8" Wide | LF | 149 | | 149 | -10 | 139 | \$46.00 | -\$460.00 |
| | SECTION 5 Sub Total \$98,818.12 | | | | | | | | | |
| SECTION 6 | 76 | Repair Inlet | EA | 4 | | 4 | -4 | 0 | \$515.00 | -\$2,060.00 |
| | 77 | Adjust Curb & Gutter - Mud/Sand Jack | LF | 1000 | | 1000 | -330 | 670 | \$17.00 | -\$5,610.00 |
| | 78 | Rem & Repl Curb & Gutter | LF | 500.0000000000000006 | | 500.0000000000000006 | 359.2 | 859.2 | \$70.00 | \$25,144.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|---------|---------|--|------|---------------|--------------|---------------|--------------|--------------|----------------------------|--------------------|
| | 79 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 10 | | | 10 | 0.36 | 10.36 | \$43.20 |
| | 80 | Adjust Driveway - Mud/Sand Jack | SF | 1000 | | | | | | |
| | 81 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | | 50 | -50 | 0 | -\$6,000.00 |
| | 82 | F&I Det Warn Panels Cast Iron | SF | 8 | | | 8 | 16 | 24 | \$992.00 |
| | 83 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 2800 | | | 2800 | -139.33 | 2660.67 | -\$10,449.75 |
| | 84 | Casting to Grade - no Conc | EA | 27 | | | 27 | -1 | 26 | -\$265.00 |
| | 85 | GV Box to Grade - no Conc | EA | 10 | | | 10 | -2 | 8 | -\$160.00 |
| | 87 | Mill / Grind Asphalt Pymt 1" to 2" Thick | SY | 400 | | | 400 | -100 | 300 | -\$500.00 |
| | 88 | Sodding | SY | 50 | | | 50 | 51.58 | 101.58 | \$4,023.24 |
| | | | | | | | | | SECTION 6 Sub Total | \$1,495.29 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--------------------------|---------|----------------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Change Order 2 | 95 | Rem & Repl Casting - Inlet | EA | 0 | 0 | 0 | 1 | 1 | \$1,430.00 | \$1,430.00 |
| | 96 | Casting to Grade - no Conc | EA | 0 | 0 | 0 | 1 | 1 | \$500.00 | \$500.00 |
| | 97 | Special Bid Item A | LS | 0 | 0 | 0 | 1 | 1 | \$735.00 | \$735.00 |
| | 98 | Special Bid Item A | LS | 0 | 0 | 0 | 1 | 1 | \$4,655.00 | \$4,655.00 |
| | 99 | Special Bid Item A | LS | 0 | 0 | 0 | 1 | 1 | \$1,715.00 | \$1,715.00 |
| Change Order 2 Sub Total | | | | | | | | | | \$9,035.00 |

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

special assessments

\$72,846.74

\$5,580.85

\$1,897,626.93

\$1,976,054.52

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

APPROVED

For Contractor

Title


Mayor

APPROVED DATE

Department Head

Mayor

Attest





November 6, 2025

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

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

Dear Jason:

We lowered a manhole casting at 6043 Wildflower Drive S in Section #5 of our Asphalt Wear Course Project. We are requesting reimbursement as follows:

| | |
|---|----------|
| Lower Existing Manhole Casting To Grade | \$500.00 |
|---|----------|

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

Sincerely,

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

Mark Pieterick

PO Box 857
Moorhead, MN 56561



November 6, 2025

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

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

Dear Jason:

Master Construction furnished and replaced an inlet casting in Section #4 of our Asphalt Wear Course Project. We are requesting reimbursement as follows:

| | |
|---|------------------|
| Master Construction's Reimbursement Request | \$1,300.00 |
| FM Asphalt 10 % Markup | <u>\$ 130.00</u> |
| Total | \$1,430.00 |

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Pieterick", is written over a light blue horizontal line.

Mark Pieterick

PO Box 857
Moorhead, MN 56561

Mark Pieterick <markwpieterick@gmail.com>
To: Zach Iverson <zach.masterconstruction@gmail.com>

Thu, Nov 6, 2025 at 7:18 AM

Hi Zach:

Any update on the inlet casting in Section #4 that Jason is asking about?
Thanks,

Mark

[Quoted text hidden]

Zach Iverson <zach.masterconstruction@gmail.com>
To: Mark Pieterick <markwpieterick@gmail.com>

Thu, Nov 6, 2025 at 12:08 PM

Mark,

Master Construction is at \$1,300.00 for said inlet/casting for section #4.

Zach

Master Construction Inc.

1572 45th St N.
Fargo ND, 58104

Office: 701-237-4950 ex.115
Cell:701-799-1442

From: Mark Pieterick <markwpieterick@gmail.com>
Sent: Thursday, November 6, 2025 7:18 AM
To: Zach Iverson <zach.masterconstruction@gmail.com>
Subject: Re: Fargo PN-25-A1

[Quoted text hidden]

Jason Hoogland

From: Mark Pieterick <markwpieterick@gmail.com>
Sent: Tuesday, October 28, 2025 4:25 PM
To: Jason Hoogland
Subject: Re: PN-25-A1 final #s

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi Jason:

Sorry for the delay getting back to you. I just finally got word back from Master Construction this afternoon. All of our subcontractors agree with your quantities so we should be good to proceed to the final.

Also, we are requesting \$245.00 each for the extra adjusting rings that were placed on the project.

Let me know if you have any other questions or need anything else from me.

Thanks,

Mark

Section 4 - 3 x 245 = \$ 735
Section 5 - 19 x 245 = \$ 4655
Section 6 - 7 x 245 = \$ 1715

On Wed, Oct 22, 2025 at 7:24 AM Mark Pieterick <markwpieterick@gmail.com> wrote:
Thanks Jason.

I'll send these out to the subs to check over.

I'll also get you a price for those extra manhole rings.

Thanks,

Mark

On Tue, Oct 21, 2025 at 1:10 PM Jason Hoogland <JHoogland@fargond.gov> wrote:

Hey Mark,

Attached is an estimate with my final numbers for most of the project, but especially the concrete on PN-25-A1. Please have your sub look them over. Let me know if there are any questions about the numbers.

Also will need a price for the extra manhole riser rings on the project. If you want to give me a price for a ring and then we can figure out how many rings were used per section. I will put that on a change order.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(22)

Improvement District No. PR-25-E1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/1/2025

Routing

City Commission

Date

12/8/2025

PWPEC File

X

Project File

Jason Hoogland

The Committee reviewed a communication from Project Manager, Jason Hoogland, regarding Final Balancing Change Order #2 in the amount of \$57,808.58, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #2 in the amount of \$57,808.58, which increases the total contract to \$2,088,324.38 to Border States Paving.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Final Balancing Change Order #2 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$57,808.58, bringing the total contract amount to \$2,088,324.38, to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

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

| Yes | No |
|-----|----|
| N/A | |
| N/A | |
| N/A | |

COMMITTEE

| Present | Yes | No | Unanimous |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| | | | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
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Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Senior Project Manager
Date: November 25, 2025
Re: Improvement District No. PR-25-E1 – Final Balancing Change Order #2

Background:

Improvement District No. PR-25-E1 is an asphalt mill and overlay preventative maintenance project to enhance the street infrastructure within the City of Fargo. This work is taking place in four areas of the City.

Border States Paving is the Prime Contractor.

Final Balancing Change Order #2 in the amount of \$57,808.58 reconciles the final quantities for the project. This change order includes additional pay items for work requested by the Engineering Department from the Contractor. The cost of this additional work totals \$9,205.50.

| | |
|------------------------|-----------------------|
| Original Contract: | \$1,851,825.70 |
| Change Order #1 | \$ 178,690.10 |
| Change Order #2 (FBCO) | \$ 57,808.58 |
| Total Contract: | \$2,088,324.38 |

The project is sourced 50% from Special Assessments and 50% from City Sales Tax Funds.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$57,808.58 for Improvement District No. PR-25-E1.

JMH/klb
Attachments



CHANGE ORDER REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-25-E1
VARIOUS LOCATIONS IN THE CITY OF FARGO

Final Balancing
Change Order

Change Order No 2 Change Order Date 11/20/2025
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 2

Quantities as measured in the field.

Section 1 - Adjust Curb & gutter

Section 1 - Adjust sidewalk

Section 1 - Repair Inlet

Section 2 - Edge mill

Section 2 - Install sidewalk curb

Section 3 - Rem & Repl Casting - Self leveling

Section 3 - Adjust Gate Valves in Concrete

Section 4 - F&I Repair Band

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|---------|--------------------------|------|-----------------------|--------------|--------------------|--------------|--------------|-----------------|--------------------|
| SECTION 1 | 1 | Rem & Repl | | | | | | | | |
| | | Curb & | LF | -310 | 1000 | 150 | 40 | 190 | \$72.50 | \$2,900.00 |
| | | Gutter | | | | | | | | |
| | 2 | F&I | | | | | | | | |
| | | Sidewalk 6" | SY | -381.5900000000000003 | 55 | 31.999999999999996 | 25.41 | 57.41 | \$121.00 | \$3,074.61 |
| | | Thick Reinf Conc | | | | | | | | |
| | 3 | Remove | | | | | | | | |
| | | Sidewalk All Thicknesses | SY | -372.01 | 55 | 32 | 24.99 | 56.99 | \$19.40 | \$484.81 |
| | | All Types | | | | | | | | |

| 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 (\$) |
|-----------------------|---------|---|------|----------------------|--------------|----------------------|--------------|--|-----------------|--------------------|
| | 4 | Rem & Repl Driveway 7" Thick Reinf Conc | SY | 25 | | 25 | -25 | 0 | \$128.00 | -\$3,200.00 |
| | 5 | F&I Det Warn Panels Cast Iron | SF | -372 | 84 | 40 | 8 | 48 | \$59.20 | \$473.60 |
| | 6 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 500.0000000000000006 | | 500.0000000000000006 | 56.21 | 556.21 | \$73.50 | \$4,131.44 |
| | 7 | Casting to Grade - no Conc | EA | 3 | | 3 | -3 | 0 | \$246.00 | -\$738.00 |
| | 8 | GV Box to Grade - no Conc | EA | 3 | | 3 | -2 | 1 | \$193.00 | -\$386.00 |
| | 10 | Sodding | SY | 20 | | 20 | 41.79 | 61.79 | \$56.20 | \$2,348.60 |
| | | | | | | | | SECTION 1 Sub Total | | \$9,089.05 |
| SECTION 4 STORM SEWER | 12 | Repair Inlet | EA | 2 | | 2 | -1 | 1 | \$511.00 | -\$511.00 |
| | 13 | Rem & Repl Casting - Inlet | EA | 2 | | 2 | -2 | 0 | \$1,260.00 | -\$2,520.00 |
| | | | | | | | | SECTION 4 STORM SEWER Sub Total | | -\$3,031.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--|---|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| SECTION 4 PAVEMENT MARKINGS & LOOPS | 14 | Paint Epoxy Line 4" Wide | LF | 370 | | 370 | -20 | 350 | \$5.60 | -\$112.00 |
| | SECTION 4 PAVEMENT MARKINGS & LOOPS Sub Total | | | | | | | | | |
| Change Order 2 | 19 | F&I Repair Band 4" thru 12" Dia | EA | 0 | | 0 | 1 | 1 | \$1,430.00 | \$1,430.00 |
| | 20 | Repair Inlet Adjust Curb | EA | 0 | | 0 | 2 | 2 | \$511.00 | \$1,022.00 |
| | 21 | & Gutter - Mud/Sand Jack | LF | -3269 | 3000 | 0 | 31 | 31 | \$16.90 | \$523.90 |
| | 22 | Adjust Sidewalk - Mud/Sand Jack | SF | 0 | | 0 | 116 | 116 | \$4.10 | \$475.60 |
| | 26 | F&I Sidewalk Curb | LF | 0 | | 0 | 41 | 41 | \$49.50 | \$2,029.50 |
| | 27 | Rem & Repl Casting - Self Leveling | EA | 0 | | 0 | 1 | 1 | \$2,140.00 | \$2,140.00 |
| | 29 | GV Box to Grade - w/Conc | EA | 0 | | 0 | 3 | 3 | \$236.50 | \$709.50 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--|--|---|--------------------|--------------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| SECTION 1 PAVEMENT MARKINGS & Loops | | Mill / Grind | | | | | | | | |
| | 30 | Asphalt Pvmt Along Curb | LF | | 0 | | 0 | 500 | \$1.75 | \$875.00 |
| | 31 | Paint Epoxy Line 4" Wide | LF | 2262 | | 2262 | -107 | 2155 | \$5.60 | -\$599.20 |
| | 33 | Paint Epoxy Line 16" Wide | LF | 22 | | | 22 | 21 | \$30.60 | \$642.60 |
| SECTION 2 | | | | | | | | | | |
| | 37 | Adjust Curb & Gutter - Mud/Sand Jack | LF | 479 | 3000 | | 3300 | 479 | \$16.90 | \$8,095.10 |
| | 38 | Rem & Repl Curb & Gutter F&I | LF | 1201.95 | 1000 | 1500 | 201.95 | 1701.95 | \$72.50 | \$14,641.38 |
| | 39 | Sidewalk 6" Thick Reinf Conc | SY | 191.41999999999996 | 55 | 530 | 100.42 | 630.42 | \$121.00 | \$12,150.82 |
| 40 | Remove Sidewalk All Thicknesses All Types | SY | 203.48000000000002 | 55 | 520 | 112.48 | 632.48 | \$19.40 | \$2,182.11 | |
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| 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 (\$) |
|---------|---------|--|------|-------------------|--------------|-------------------|--------------|--------------|-----------------|--------------------|
| | 41 | Adjust Driveway - Mud/Sand Jack | SF | 2000 | | 2000 | -771 | 1229 | \$4.10 | -\$3,161.10 |
| | 42 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | 50 | -9.75 | 40.25 | \$128.00 | -\$1,248.00 |
| | 43 | F&I Det Warn Panels Cast Iron | SF | 192 | 84 | 560 | 52 | 612 | \$59.20 | \$3,078.40 |
| | 44 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 7879.999999999999 | | 7879.999999999999 | 416.46 | 8296.46 | \$73.50 | \$30,609.81 |
| | 45 | Rem & Repl Casting - Self Leveling | EA | 2 | | 2 | -2 | 0 | \$2,140.00 | -\$4,280.00 |
| | 46 | Casting to Grade - no Conc | EA | 5 | | 5 | 3 | 8 | \$246.00 | \$738.00 |
| | 47 | GV Box to Grade - no Conc | EA | 34 | | 34 | -1 | 33 | \$193.00 | -\$193.00 |
| | 48 | Rem & Repl Pavement 8" Thick Asph | SY | 100 | | 100 | -100 | 0 | \$100.00 | -\$10,000.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--|---------|---------------------------------|------|---------------|--------------|---------------|--------------|--|-----------------|---------------------|
| SECTION 2 PAVEMENT MARKINGS & LOOPS | | Mill / Grind | | | | | | | | |
| | 49 | Asphalt Pvmnt 1" to 2" Thick | SY | 62428 | | | 62428 | 62360 | \$1.65 | -\$112.20 |
| | 50 | Sodding | SY | 400 | | | 400 | 1015 | \$56.20 | \$34,563.00 |
| | | | | | | | | SECTION 2 Sub Total | | \$87,064.32 |
| | 52 | Paint Epoxy Line 4" Wide | LF | 1886 | | | 1886 | 1876 | \$5.60 | -\$56.00 |
| SECTION 2 PAVEMENT MARKINGS & LOOPS | 53 | Paint Epoxy Line 8" Wide | LF | 156 | | | 156 | 162 | \$10.20 | \$61.20 |
| | 55 | Paint Epoxy Line 24" Wide | LF | 312 | | | 312 | 468 | \$32.70 | \$5,101.20 |
| | | F&I | | | | | | | | |
| | 57 | Detection Sawed-In Loop | EA | 16 | | | 16 | 10 | \$4,090.00 | -\$24,540.00 |
| | | | | | | | | SECTION 2 PAVEMENT MARKINGS & LOOPS Sub Total | | -\$19,433.60 |
| SECTION 2 STORM SEWER | 58 | F&I Repair Band 4" thru 12" Dia | EA | 2 | | | 2 | 3 | \$1,430.00 | \$1,430.00 |
| | 59 | Repair Inlet | EA | 3 | | | 3 | 18 | \$511.00 | \$7,665.00 |
| | | | | | | | | SECTION 2 STORM SEWER Sub Total | | \$9,095.00 |
| SECTION 3 | | Adjust Curb | | | | | | | | |
| | 61 | & Gutter - Mud/Sand Jack | LF | -199 | 3000 | | 3000 | 101 | \$16.90 | \$1,706.90 |

| 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 (\$) |
|---------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | 62 | Rem & Repl Curb & Gutter F&I | LF | 562 | 1000 | 1000 | 62 | 1062 | \$72.50 | \$4,495.00 |
| | 63 | Sidewalk 6" Thick Reinf Conc | SY | -388.06 | 55 | 50 | 0.94 | 50.94 | \$121.00 | \$113.74 |
| | 64 | Remove Sidewalk All Thicknesses All Types | SY | -378.94 | 55 | 50 | 0.06 | 50.06 | \$19.40 | \$1.16 |
| | 65 | Adjust Driveway - Mud/Sand Jack | SF | 1500 | | | -704.5 | 795.5 | \$4.10 | -\$2,888.45 |
| | 66 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | 50 | 20.89 | 70.89 | \$128.00 | \$2,673.92 |
| | 68 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 3600 | | 3600 | -191.65 | 3408.35 | \$73.50 | -\$14,086.28 |
| | 70 | GV Box to Grade - no Conc | EA | 11 | | 11 | 1 | 12 | \$193.00 | \$193.00 |
| | 71 | Rem & Repl Pavement 8" Thick Asph | SY | 50 | | 50 | -50 | 0 | \$100.00 | -\$5,000.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--------------------------|---------|--------------------------------------|------|----------------------|--------------|--------------------|--------------|---------------------------------|-----------------|--------------------|
| SECTION 3 STORM SEWER | | Mill / Grind | | | | | | | | |
| | 73 | Asphalt Pvmnt 1" to 2" Thick | SY | 400 | | | -136 | 264 | \$2.95 | -\$401.20 |
| | 74 | Sodding | SY | 150 | | | 5.23 | 155.23 | \$56.20 | \$293.93 |
| | | | | | | | | SECTION 3 Sub Total | | -\$12,898.28 |
| | 76 | Repair Inlet | EA | 2 | | | 1 | 3 | \$511.00 | \$511.00 |
| | 77 | Rem & Repl Casting - Inlet | EA | 1 | | | -1 | 0 | \$1,260.00 | -\$1,260.00 |
| SECTION 4 | | | | | | | | SECTION 3 STORM SEWER Sub Total | | -\$749.00 |
| | 78 | Adjust Curb & Gutter - Mud/Sand Jack | LF | -1937 | 3000 | 1000 | 363 | 1363 | \$16.90 | \$6,134.70 |
| | 79 | Rem & Repl Curb & Gutter | LF | -51.75 | 1000 | 500 | -51.75 | 448.25 | \$72.50 | -\$3,751.88 |
| | 80 | F&I Sidewalk 6" Thick Reinf Conc | SY | -374.13 | 55 | 55.000000000000001 | 9.87 | 64.87 | \$123.00 | \$1,214.01 |
| | | Remove | | | | | | | | |
| | 81 | Sidewalk All Thicknesses All Types | SY | -365.840000000000003 | 55 | 55 | 8.16 | 63.16 | \$25.50 | \$208.08 |

| 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 (\$) |
|----------------------------|---------|---|------|-------------------|--------------|-------------------|--------------|--------------|-----------------|---------------------|
| | 82 | Adjust Driveway - Mud/Sand Jack | SF | 1000 | | 1000 | -806 | 194 | \$4.10 | -\$3,304.60 |
| | 83 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | 50 | -50 | 0 | \$128.00 | -\$6,400.00 |
| | 85 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 2300 | | 2300 | -137.87 | 2162.13 | \$73.50 | -\$10,133.45 |
| | 87 | GV Box to Grade - no Conc | EA | 2 | | 2 | 8 | 10 | \$193.00 | \$1,544.00 |
| | 88 | Rem & Repl Pavement 8" Thick Asph | SY | 50 | | 50 | -50 | 0 | \$100.00 | -\$5,000.00 |
| | 90 | Mill / Grind Asphalt Pvmt 1" to 2" Thick | SY | 400 | | 400 | -380 | 20 | \$2.95 | -\$1,121.00 |
| | 91 | Sodding Traffic | SY | 99.99999999999999 | | 99.99999999999999 | 32.39 | 132.39 | \$56.20 | \$1,820.32 |
| | 92 | Control - Type 1 | LS | 1 | | 1 | -0.5 | 0.5 | \$3,350.00 | -\$1,675.00 |
| SECTION 4 Sub Total | | | | | | | | | | -\$20,464.81 |

Summary.

| | |
|----------------------------------|----------------------------------|
| Source Of Funding | City Funds & Special Assessments |
| Net Amount Change Order # 2 (\$) | \$57,808.58 |
| Previous Change Orders (\$) | \$178,690.10 |
| Original Contract Amount (\$) | \$1,851,825.70 |
| Total Contract Amount (\$) | \$2,088,324.38 |

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


Digitally signed by Matt Ketterling
DN: cn=Matt Ketterling,
email=Emketterling@bordersstatespaving.com,
ou=Border States Paving, Inc., cn=Matt
Ketterling
Date: 2025.11.24 10:02:08 -06'00'

APPROVED

For Contractor

Title

MATT KETTERLING
PROJECT MANAGER

APPROVED DATE

Department Head

Mayor

Attest





Change Order

Date: 11/5/2025

4101 32nd St. N
 Fargo, ND 58108-2586
 Phone: 701-237-4860 Fax: 701-237-0233
 www.borderstatespaving.com

Change Order For:
 PR-25-E1
 Concrete Items

Prepared By: Matt Ketterling
 Office: 701-551-7232 Cell: 701-960-0892
 Email: mketterling@borderstatespaving.com

| Description | Unit | Quantity | Unit Price | Item Price |
|-------------------------|------|----------|------------|------------|
| | | | | |
| | | | | |
| Section 2 | | | | |
| Install V-Curb | LF | 41.00 | \$45.00 | \$1,845.00 |
| Section 3 | | | | |
| Adjust Gate Valve | EA | 3.00 | \$215.00 | \$645.00 |
| | | | | |
| | | | | |
| | | | | |
| Prime Contractor Markup | LS | | 10.00% | \$249.00 |
| | | | | |

Project Notes:

Total: \$2,739.00

Respectfully Submitted,

Matt Ketterling
 Estimator/Project Manager





P.O. Box 2871
 Fargo, ND 58108-2871
 Business - 701.281.1212
 Fax - 701.277.8005

Change Order Proposal

Date: 11/5/2025

Re: Asphalt Mill and Overlay PR-25-E1
 City of Fargo, ND

Opp Construction proposes the following prices on the aforementioned project.

| <u>Item No.</u> | <u>Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|-----------------|---------------------------------|-----------------|-------------|-------------------|-----------------|
| | Section 1 | | | | |
| 1A | Adjust Inlet | 2.00 | EA | 500.00 | 1,000.00 |
| Bid Item | Section 2 | | | | |
| 2A | Install V-Curb | 41.00 | LF | 45.00 | 1,845.00 |
| | Section 3 | | | | |
| 3A | Adjust Gate Valve | 3.00 | EA | 215.00 | 645.00 |
| | Section 4 | | | | |
| 4A | F&I Repair Band 4" thru 12" Dia | 1.00 | EA | 1,400.00 | 1,400.00 |
| Bid Item | | | | | |
| | | | | TOTAL | 4,890.00 |

Respectfully Submitted,

L. Strum

Lance Strum
 Sr. Project Manager
 Opp Construction

The above prices, specifications and conditions are satisfactory and are
 hereby accepted you are authorized to do the work as specified. Payment
 will be made as outlined above.

Signature

Date of Acceptance

OppConstruction.com
 Offices in Grand Forks & Fargo

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(23)

Improvement District No. PR-25-H1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 12/1/2025

| | |
|-----------------|-----------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12/8/2025</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Jason Hoogland</u> |

The Committee reviewed a communication from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #2 in the amount of -\$50,212.31, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #2 in the amount of -\$50,212.31, which brings the total contract amount to \$2,006,298.19.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to FM Asphalt.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -\$50,212.31, bringing the total contract amount to \$2,006,298.19, to FM Asphalt.

PROJECT FINANCING INFORMATION:

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

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

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

COMMITTEE

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

| <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Senior Project Manager
Date: November 17, 2025
Re: Improvement District No. PR-25-H1 – Negative Final Balancing Change Order #2

Background:

Improvement District No. PR-25-H1 is an asphalt mill and overlay preventative maintenance project to enhance the street infrastructure within the City of Fargo. This work is taking place in four areas of the City.

FM Asphalt is the Prime Contractor.

Negative Final Balancing Change Order #2 in the amount of -\$50,212.31 reconciles the final quantities for the project. This change order includes additional pay items for work requested by the Engineering Department from the Contractor. The cost of this additional work totals \$8,051.39.

| | |
|------------------------|-----------------------|
| Original Contract: | \$1,837,589.00 |
| Change Order #1 | \$ 218,921.50 |
| Change Order #2 (FBCO) | \$ -50,212.31 |
| Total Contract: | \$2,006,298.19 |

The project is funded 50% from Special Assessments and 50% from City Sales Tax Funds.

Recommended Motion:

Approve Negative Final Balancing Change Order #2 in the amount of -\$50,212.31 for Improvement District No. PR-25-H1.

JMH/klb
Attachment



CHANGE ORDER REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-25-H1
VARIOUS LOCATIONS IN THE CITY OF FARGO

Change Order No 2 Change Order Date 11/12/2025
Contractor FM Asphalt LLC

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

EXPLANATION OF CHANGE Change Order # 2

quantities as measured in the field.

Section 1 - repair band

Section 1 - repair inlet

Section 1 - Rem & Repl 7" thick driveway

Section 2 - new manhole casting

Section 3 - vehicle towing

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev | | Curr | | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|---------|---|------|---------------------|------|-----|------|-------|--------------|-----------------|--------------------|
| | | | | | C/O | Qty | C/O | Qty | | | |
| SECTION 1 | 1 | Adjust Curb & Gutter - Mud/Sand Jack | LF | -1887 | 1882 | 500 | -405 | 95 | 95 | \$16.50 | -\$6,682.50 |
| | 2 | Rem & Repl Curb & Gutter | LF | -801.7 | 197 | 487 | 0.3 | 487.3 | 487.3 | \$72.00 | \$21.60 |
| | 3 | F&I Sidewalk 6" Thick Reinf Conc | SY | -110.49000000000001 | 46 | 58 | 5.51 | 63.51 | 63.51 | \$119.00 | \$655.69 |
| | 4 | Remove Sidewalk All Thicknesses All Types | SY | -106.6 | 37 | 58 | 0.4 | 58.4 | 58.4 | \$19.00 | \$7.60 |
| | 5 | Adjust Driveway - Mud/Sand Jack | SF | 500 | | 500 | -480 | 20 | 20 | \$4.00 | -\$1,920.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------------------------------|----------------------------------|---|------|--------------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| SECTION 1 PAVEMENT MARKINGS | 6 | F&I Det Warn Panels Cast Iron | SF | 3.799999999999997 | 48 | 80 | 3.8 | 83.8 | \$58.00 | \$220.40 |
| | 7 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 66.970000000000003 | 6056 | 1135 | 24.97 | 1159.97 | \$79.00 | \$1,972.63 |
| | 8 | Rem & Repl Casting - Inlet | EA | -2 | 2 | 1 | -1 | 0 | \$1,235.00 | -\$1,235.00 |
| | 9 | Rem & Repl Casting - Self Leveling | EA | 4 | 4 | 4 | -2 | 2 | \$2,050.00 | -\$4,100.00 |
| | 10 | Casting to Grade - no Conc | EA | 4 | 4 | 4 | -2 | 2 | \$525.00 | -\$1,050.00 |
| | 12 | Rem & Repl Pavement 8" Thick Asph | SY | 200 | 200 | 200 | 6 | 206 | \$100.00 | \$600.00 |
| | 13 | Mill / Grind Asphalt Pvmt 1" to 2" Thick | SY | 7800 | 7800 | 7800 | 37.7 | 7837.7 | \$1.55 | \$58.44 |
| | 14 | Sodding | SY | -303.39 | 800 | 100 | -3.39 | 96.61 | \$60.00 | -\$203.40 |
| | SECTION 1 Sub Total -\$11,654.55 | | | | | | | | | |
| | 16 | F&I Grooved Plastic Film 16" Wide | LF | 22 | 22 | 22 | -4 | 18 | \$35.00 | -\$140.00 |
| | 17 | F&I Grooved Plastic Film 24" Wide | LF | 126 | 126 | 126 | -12 | 114 | \$60.00 | -\$720.00 |
| | 18 | Paint Epoxy Line 4" Wide | LF | 1078 | 1078 | 1078 | 2 | 1080 | \$5.50 | \$11.00 |
| | 19 | Paint Epoxy Line 8" Wide | LF | 268 | 268 | 268 | -0.5 | 267.5 | \$10.00 | -\$5.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | 20 | Paint Epoxy Line 24" Wide | LF | 54 | | 54 | 18 | 72 | \$35.00 | \$630.00 |
| | | Adjust Curb & Gutter - Mud/Sand Jack | LF | 1119 | 1882 | 3100 | 1 | 3101 | \$16.50 | \$16.50 |
| SECTION 2 | 22 | | | | | | | | | |
| | 23 | Rem & Repl Curb & Gutter | LF | 354 | 197 | 1594 | 49 | 1643 | \$72.00 | \$3,528.00 |
| | 24 | F&I Sidewalk 6" Thick Reinf Conc | SY | 282.51 | 46 | 452 | 4.51 | 456.51 | \$124.00 | \$559.24 |
| | 25 | Remove Sidewalk All Thicknesses All Types | SY | 281.84 | 37 | 452 | -5.16 | 446.84 | \$20.00 | -\$103.20 |
| | 26 | Adjust Driveway - Mud/Sand Jack | SF | 3000 | | 3000 | -988 | 2012 | \$4.00 | -\$3,952.00 |
| | 27 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | 50 | -32.17 | 17.83 | \$126.00 | -\$4,053.42 |
| | 28 | F&I Det Wam Panels Cast Iron | SF | 540 | 48 | 592 | 28 | 620 | \$58.00 | \$1,624.00 |
| | 29 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 4243.86 | 6056 | 5337 | -0.14 | 5336.86 | \$74.50 | -\$10.43 |
| | 30 | Rem & Repl Casting - Inlet | EA | -2 | 2 | 2 | -2 | 0 | \$1,235.00 | -\$2,470.00 |
| | 31 | Casting to Grade - no Conc | EA | 3 | | 3 | 1 | 4 | \$350.00 | \$350.00 |
| | 32 | GV Box to Grade - no Conc | EA | 28 | | 28 | -7 | 21 | \$525.00 | -\$3,675.00 |
| | | SECTION 1 PAVEMENT MARKINGS Sub Total | | | | | | | | |
| | | | | | | | | | | -\$224.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------------------------------|---------|---|------|-----------------------|--------------|---------------|--------------|--|-----------------|---------------------|
| SECTION 2 PAVEMENT MARKINGS | 33 | Rem & Repl Pavement 8" Thick Asph | SY | 500 | | 500 | -170 | 330 | \$100.00 | -\$17,000.00 |
| | 34 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick | SY | 36000 | | 36000 | -142.7 | 35857.3 | \$1.55 | -\$2221.19 |
| | 35 | Sodding | SY | 379.3200000000000005 | 800 | 800 | -20.68 | 779.32 | \$55.00 | -\$1,137.40 |
| | | | | | | | | SECTION 2 Sub Total | | -\$26,544.90 |
| SECTION 2 PAVEMENT MARKINGS | 37 | Paint Epoxy Line 24" Wide | LF | 294 | | 294 | 30 | 324 | \$35.00 | \$1,050.00 |
| | 38 | F&I Repair Band 4" thru 12" Dia | EA | 2 | | 2 | -1 | 1 | \$1,400.00 | -\$1,400.00 |
| | 39 | Repair Inlet | EA | 13 | 3 | 5 | 10 | 15 | \$500.00 | \$5,000.00 |
| | | | | | | | | SECTION 2 STORM WATER Sub Total | | \$3,600.00 |
| SECTION 3 | 41 | Rem & Repl Curb & Gutter | LF | 122.099999999999991 | 197 | 1411 | 0.1 | 1411.1 | \$72.00 | \$7.20 |
| | 42 | F&I Sidewalk 6" Thick Reinf Conc | SY | -128.26 | 46 | 46 | -0.26 | 45.74 | \$158.00 | -\$41.08 |
| | 43 | Remove Sidewalk All Thicknesses All Types | SY | -125.9600000000000001 | 37 | 37 | 2.04 | 39.04 | \$23.00 | \$46.92 |
| | 44 | Adjust Driveway - Mud/Sand Jack | SF | 2000 | | 2000 | -1580 | 420 | \$4.00 | -\$6,320.00 |
| | 45 | Rem & Repl Driveway 7" Thick Reinf Conc | SY | 50 | | 50 | -6.78 | 43.22 | \$130.00 | -\$881.40 |
| | 46 | F&I Det Wam Panels Cast Iron | SF | -16 | 48 | 48 | 16 | 64 | \$58.00 | \$928.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--|---------|---|------|---------------|--------------|---------------|--------------|--|-----------------|--------------------|
| SECTION 3 PAVEMENT MARKINGS & LOOPS | 47 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 4963.2 | 6056 | 6056 | 0.2 | 6056.2 | \$74.50 | \$14.90 |
| | 48 | Rem & Repl Casting - Inlet | EA | -2 | 2 | 2 | -2 | 0 | \$1,235.00 | -\$2,470.00 |
| | 49 | Casting to Grade - no Conc | EA | 2 | 2 | 2 | -2 | 0 | \$350.00 | -\$700.00 |
| | 50 | GV Box to Grade - no Conc | EA | 10 | 10 | 10 | 1 | 11 | \$525.00 | \$525.00 |
| | 51 | Mill / Grind Asphalt Pvmt 1" to 2" Thick | SY | 46600 | 46600 | 46600 | -11.24 | 46588.76 | \$1.55 | -\$17.42 |
| | 52 | Sodding | SY | -171.29 | 800 | 100 | 128.71 | 228.71 | \$65.00 | \$8,366.15 |
| | | | | | | | | SECTION 3 Sub Total | | -\$541.73 |
| | 54 | Paint Epoxy Line 4" Wide | LF | 7661 | 7661 | 7661 | 631 | 8292 | \$5.50 | \$3,470.50 |
| SECTION 3 PAVEMENT MARKINGS & LOOPS | 55 | Paint Epoxy Line 8" Wide | LF | 247 | 247 | 247 | -2 | 245 | \$10.00 | -\$20.00 |
| | 56 | Paint Epoxy Line 16" Wide | LF | 33 | 33 | 33 | -0.5 | 32.5 | \$30.00 | -\$15.00 |
| | 57 | Paint Epoxy Line 24" Wide | LF | 168 | 168 | 168 | -6 | 162 | \$35.00 | -\$210.00 |
| | 58 | Paint Epoxy Message | SF | 308 | 308 | 308 | 26.5 | 334.5 | \$35.00 | \$927.50 |
| | | | | | | | | SECTION 3 PAVEMENT MARKINGS & LOOPS Sub Total | | \$4,153.00 |
| | 61 | Repair Inlet | EA | -2 | 3 | 5 | -5 | 0 | \$500.00 | -\$2,500.00 |
| | | | | | | | | SECTION 3 STORM SEWER Sub Total | | -\$2,500.00 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|-----------------------------------|---------|---|------|---------------|--------------|---------------|--------------|--|-----------------|---------------------|
| SECTION 4 | 62 | Repair Inlet | EA | -2 | 3 | 1 | -1 | 0 | \$500.00 | -\$500.00 |
| | | Adjust Curb & | | | | | | | | |
| | 63 | Gutter - Mud/Sand Jack | LF | -1896 | 1882 | 200 | -114 | 86 | \$16.50 | -\$1,881.00 |
| | 64 | Rem & Repl Curb & Gutter | LF | -1126.2 | 197 | 200 | -37.2 | 162.8 | \$72.00 | -\$2,678.40 |
| | 65 | Adjust Driveway - Mud/Sand Jack | SF | 200 | | 200 | -200 | 0 | \$4.00 | -\$800.00 |
| | 66 | Rem & Repl Driveway 7" Thick Reinf Conc | SY | 25 | | 25 | -14.67 | 10.33 | \$127.00 | -\$1,863.09 |
| | 67 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | -605.47 | 6056 | 450 | 37.53 | 487.53 | \$79.00 | \$2,964.87 |
| SECTION 4 PAVEMENT MARKINGS | 70 | GV Box to Grade - no Conc | EA | 2 | | 2 | -1 | 1 | \$525.00 | -\$525.00 |
| | 71 | Rem & Repl Pavement 8" Thick Asph | SY | 100 | | 100 | -100 | 0 | \$100.00 | -\$10,000.00 |
| | 73 | Sodding | SY | -377.36 | 800 | 25 | -2.36 | 22.64 | \$60.00 | -\$141.60 |
| | | | | | | | | SECTION 4 Sub Total | | -\$15,424.22 |
| | 75 | Paint Epoxy Line 4" Wide | LF | 1225 | | 1225 | -15 | 1210 | \$5.50 | -\$82.50 |
| SECTION 5 | | | | | | | | SECTION 4 PAVEMENT MARKINGS Sub Total | | -\$82.50 |
| | 77 | Adjust Curb & Gutter - Mud/Sand Jack | LF | -1819 | 1882 | 200 | -37 | 163 | \$16.50 | -\$610.50 |
| | 78 | Rem & Repl Curb & Gutter | LF | -1091.5 | 197 | 197 | 0.5 | 197.5 | \$87.00 | \$43.50 |

| 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 (\$) |
|----------------|---------|---|------|---------------|--------------|---------------|--------------|----------------------------|-----------------|---------------------|
| | 79 | F&I Sidewalk 6" Thick Reinf Conc | SY | -174 | 46 | 10 | -10 | 0 | \$135.00 | -\$1,350.00 |
| | 80 | Remove Sidewalk All Thicknesses All Types | SY | -165 | 37 | 10 | -10 | 0 | \$24.00 | -\$240.00 |
| | 81 | Adjust Driveway - Mud/Sand Jack | SF | 200 | | 200 | -60 | 140 | \$4.00 | -\$240.00 |
| | 82 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 25 | | 25 | -25 | 0 | \$126.00 | -\$3,150.00 |
| | 83 | F&I Det Wam Panels Cast Iron | SF | -80 | 48 | 8 | -8 | 0 | \$58.00 | -\$464.00 |
| | 84 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | -746.55 | 6056 | 400 | -53.55 | 346.45 | \$79.00 | -\$4,230.45 |
| | 86 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick | SY | 2800 | | 2800 | -86.14 | 2713.86 | \$3.25 | -\$279.96 |
| | 87 | Sodding | SY | -367.89 | 800 | 25 | 7.11 | 32.11 | \$60.00 | \$426.60 |
| | | | | | | | | SECTION 5 Sub Total | | -\$10,094.81 |
| Change Order 2 | 93 | Tow Vehicle | EA | 22 | 10 | 0 | 32 | 32 | \$110.00 | \$3,520.00 |
| | 95 | F&I Repair Band 4" thru 12" Dia | EA | 0 | | 0 | 1 | 1 | \$1,400.00 | \$1,400.00 |
| | 99 | Repair Inlet | EA | -1 | 3 | 0 | 1 | 1 | \$500.00 | \$500.00 |
| | 100 | Rem & Repl Driveway 7" Thick Reinf Conc | SY | 0 | | 0 | 8.97 | 8.97 | \$130.00 | \$1,166.10 |
| | 101 | Rem & Repl Casting - Self Leveling | EA | 0 | | 0 | 1 | 1 | \$1,465.29 | \$1,465.29 |

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev | | Curr | | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--------------------------|---------|------------------|------|---------------|------|------|------|------|--------------|-----------------|--------------------|
| | | | | | C/O | Cont | C/O | Cont | | | |
| | | | | | Qty | Qty | Qty | Qty | | | |
| Change Order 2 Sub Total | | | | | | | | | | | \$8,051.39 |

Summary

Source Of Funding

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

City Funds & Special Assessments
-\$50,212.31
\$218,921.50
\$1,837,589.00
\$2,006,298.19

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

APPROVED

For Contractor

Title


Mayor

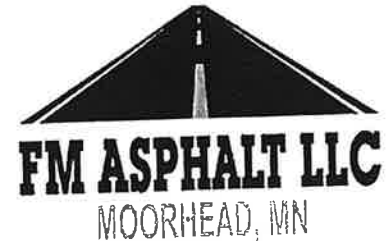
APPROVED DATE

Department Head

Mayor

Attest





September 2, 2025

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

Re: Improvement District PR-25-H1
Asphalt Mill & Overlay & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on August 27, 2025 while trying to mill in Sections #3 of our Asphalt Mill & Overlay Project. We had distributed flyers to every home and placed no parking signs throughout the development but when we arrived to do our work there were several cars in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the cars removed so we could continue. We are requesting reimbursement as follows:

| | |
|------------------------------|------------------|
| All Pro Towing Invoice #1524 | \$ 100.00 |
| All Pro Towing Invoice #1950 | \$ 200.00 |
| All Pro Towing Invoice #2779 | <u>\$ 400.00</u> |
| | \$ 700.00 |
| FM Asphalt 10 % Markup | <u>\$ 70.00</u> |
| Total | \$ 770.00 |

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

Sincerely,



Mark Pieterick

PO Box 857
Moorhead, MN 56561

Page 227
3201 39th St. S.
Fargo, ND 58104
701-541-3900

All Pro Towing

24 Hour Towing & Truck Repair

| | | | | | |
|---|-------------------------------------|--|---------------------------------------|------------------------------------|---------------------------------|
| All Pro Driver <u>Don</u> | | | | Date _____ | |
| <input type="checkbox"/> Penske | <input type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input type="checkbox"/> Volvo Action | <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon |
| PO or Ref # _____ | | | Mileage of Vehicle towed _____ | | |
| Company Name <u>Farmington, N.J.</u> | | | Phone # _____ | | |
| Driver's Name _____ | | Phone # _____ | | | |
| Year _____ | Make and Model <u>2001 Chevy</u> | Unit # or Plate _____ | VIN # _____ | | |
| Location of Vehicle <u>10th Ave S & 4th St</u> | | Location Towed to _____ | | | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out | <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour _____ | | | | | \$ _____ |
| <input checked="" type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | | | \$ _____ |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | | | |
| For In shop labor only _____ Hours @ \$185.00/hour | | | | | |
| Work Completed _____ | | Parts and Fluids <u>oil & filter</u> | | | <u>1 car</u> |
| Method of Payment | | | | Light Duty Tow | \$ _____ |
| <input type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | | | Impound Fee | \$ _____ |
| Express Code _____ | | | | Storage | \$ _____ |
| | | | | Total Due | \$ <u>100.00</u> |

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

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

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

*Upon signing you agree to our terms.

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

Customer Signature _____ Date _____

All Pro Towing

24 Hour Towing & Truck Repair

1950

| | | | | | |
|--|-------------------------------------|----------------------------------|---------------------------------------|------------------------------------|---------------------------------|
| All Pro Driver <u>Chris</u> | | | | Date <u>8.25.26</u> | |
| <input type="checkbox"/> Penske | <input type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Syaco | <input type="checkbox"/> Volvo Action | <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon |
| PO or Ref # _____ | | | Mileage of Vehicle towed _____ | | |
| Company Name <u>F.M</u> | | | Phone # _____ | | |
| Driver's Name _____ | | | Phone # _____ | | |
| Year <u>Greg</u> | Make and Model <u>Honda Pilot</u> | Unit # or Plate _____ | VIN # _____ | | |
| Location of Vehicle <u>Greg</u> | | | Location Towed to _____ | | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out | <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch |
| <input type="checkbox"/> Road Service | | | | | |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour _____ \$ | | | | | |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate _____ \$ | | | | | |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$65.00 _____ Off _____ | | | | | |
| For In shop labor only _____ Hours @ \$185.00/hour | | | | | |
| Work Completed | | Parts and Fluids | | | |
| Method of Payment | | | | | |
| <input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | | | | |
| Express Code <u>PAH</u> | | | | | |
| Light Duty Tow | | | | \$ | |
| Impound Fee | | | | \$ | |
| Storage | | | | \$ | |
| Total Due | | | | \$ <u>100</u> | |

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

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

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

*Upon signing you agree to our terms.

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

Customer Signature _____ Date _____

All Pro Towing

24 Hour Towing & Truck Repair

1950

| | | | |
|--|-------------------------------------|---------------------------------------|---------------------------------------|
| All Pro Driver <u>Chris</u> | | Date <u>8-27-25</u> | |
| <input type="checkbox"/> Penske | <input type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input type="checkbox"/> Volvo Action |
| <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | | |
| PO or Ref # _____ | | Mileage of Vehicle towed _____ | |
| Company Name <u>FM</u> | | Phone # _____ | |
| Driver's Name _____ | | Phone # _____ | |
| Year <u>2009</u> | Make and Model <u>Dodge Journey</u> | Unit # or Plate _____ | VIN # _____ |
| Location of Vehicle <u>43rd St</u> | | Location Towed to _____ | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out |
| <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service | |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | \$ |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | \$ |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | |
| For In shop labor only _____ Hours @ \$185.00/hour | | | |
| Work Completed | | Parts and Fluids | |
| Method of Payment | | Light Duty Tow \$ | |
| <input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | Impound Fee \$ | |
| Express Code _____ | | Storage \$ | |
| | | Total Due \$100 | |

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

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

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

*Upon signing you agree to our terms.

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

Customer Signature _____ Date _____

Page 230
3201 39th St. S.
Fargo, ND 58104
701-541-3900

All Pro Towing

24 Hour Towing & Truck Repair

Talked to
Towing & they will
Be Fixing Tire Sub
Fixed Before 9:00 AM
Still sitting in
Hobby Lobby parking lot
at 9:00 AM

| | | | | | | |
|---|-------------------------------------|-------------------------------------|---------------------------------------|------------------------------------|---------------------------------|---------------------------------------|
| All Pro Driver <u>[Signature]</u> | | Date _____ | | | | |
| <input type="checkbox"/> Penske | <input type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input type="checkbox"/> Volvo Action | <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | |
| PO or Ref # _____ | | | Mileage of Vehicle towed _____ | | | |
| Company Name _____ | | | Phone # _____ | | | |
| Driver's Name <u>[Signature]</u> | | | Phone # <u>701-855-1116</u> | | | |
| Year _____ | Make and Model <u>[Signature]</u> | Unit # or Plate _____ | VIN # _____ | | | |
| Location of Vehicle <u>4232</u> | | | Location Towed to _____ | | | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out | <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | | | \$ _____ | |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | | | \$ _____ | |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | | | | |
| For In shop labor only _____ Hours @ \$185.00/hour | | | | | | |
| Work Completed <u>[Signature]</u> | | Parts and Fluids <u>[Signature]</u> | | | | |
| Method of Payment | | | | Light Duty Tow | | \$ _____ |
| <input type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | | | Impound Fee | | \$ _____ |
| Express Code _____ | | | | Storage | | \$ _____ |
| | | | | Total Due | | \$ _____ |

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

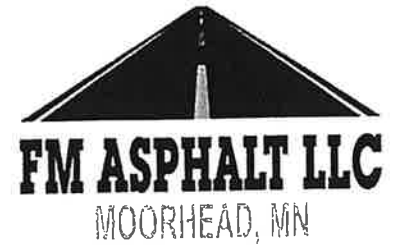
*Warranty on parts is by manufacturer, all warranty work must be brought back to our shop or it will not be covered.

*Upon signing you agree to our terms.

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

Customer Signature _____ Date _____

September 2, 2025



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

Re: Improvement District PR-25-H1
Asphalt Mill & Overlay & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on August 29, 2025 while trying to mill in Sections #3 of our Asphalt Mill & Overlay Project. We had distributed flyers to every home and placed no parking signs throughout the development but when we arrived to do our work there were several cars in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the cars removed so we could continue. We are requesting reimbursement as follows:

| | |
|------------------------------|-----------------|
| All Pro Towing Invoice #2825 | \$ 200.00 |
| FM Asphalt 10 % Markup | <u>\$ 20.00</u> |
| Total | \$ 220.00 |

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

Sincerely,

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

Mark Pieterick

PO Box 857
Moorhead, MN 56561

All Pro Towing

24 Hour Towing & Truck Repair

2825

| | | | | | | |
|--|-------------------------------------|--|---------------------------------------|------------------------------------|---------------------------------|---------------------------------------|
| All Pro Driver <u>Robert</u> | | Date <u>6-29-15</u> | | | | |
| <input type="checkbox"/> Penske | <input type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input type="checkbox"/> Volvo Action | <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | |
| PO or Ref # _____ | | | Mileage of Vehicle towed _____ | | | |
| Company Name <u>EM Towing</u> | | | Phone # _____ | | | |
| Driver's Name <u>Robert</u> | | | Phone # <u>701-809-3148</u> | | | |
| Year _____ | Make and Model _____ | Unit # or Plate _____ | VIN # _____ | | | |
| Location of Vehicle <u>off site</u> | | | Location Towed to _____ | | | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out | <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | | | \$ _____ | |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | | | \$ _____ | |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | | | | |
| For In shop labor only _____ Hours @ \$185.00/hour | | | | | | |
| Work Completed | | Parts and Fluids <u>changed oil & filter</u> <u>new brake pads & rotors</u> | | | | |
| Method of Payment | | | | Light Duty Tow | \$ _____ | |
| <input type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input checked="" type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | | | Impound Fee | \$ _____ | |
| Express Code _____ | | | | Storage | \$ _____ | |
| | | | | Total Due | \$ <u>2825</u> | |

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

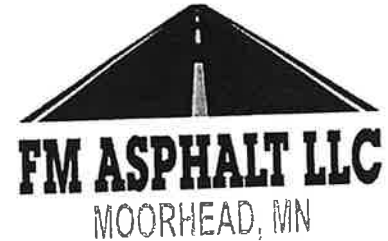
*All invoices must be paid at the time of service, failure to pay will result in your vehicle being impounded, extra fees may apply. You also agree not to stop payment on any credit card, debit card or check that we accept from you.

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

*Upon signing you agree to our terms.

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

Customer Signature _____ Date _____



September 2, 2025

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

Re: Improvement District PR-25-H1
Asphalt Mill & Overlay & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on August 28, 2025 while trying to mill in Sections #3 of our Asphalt Mill & Overlay Project. We had distributed flyers to every home and placed no parking signs throughout the development but when we arrived to do our work there were several cars in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the cars removed so we could continue. We are requesting reimbursement as follows:

| | |
|------------------------------|------------------|
| All Pro Towing Invoice #1495 | \$ 500.00 |
| All Pro Towing Invoice #1530 | \$ 900.00 |
| All Pro Towing Invoice #2780 | <u>\$ 600.00</u> |
| | \$2,000.00 |
| FM Asphalt 10 % Markup | <u>\$ 200.00</u> |
| Total | \$2,200.00 |

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

Sincerely,


Mark Pieterick

PO Box 857
Moorhead, MN 56561

All Pro Towing

24 Hour Towing & Truck Repair

1530

| | | | |
|--|-------------------------------------|---------------------------------------|---------------------------------------|
| All Pro Driver <u>Don / ED</u> | | Date <u>7-20-25</u> | |
| <input type="checkbox"/> Penske | <input type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input type="checkbox"/> Volvo Action |
| <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | | |
| PO or Ref # _____ | | Mileage of Vehicle towed _____ | |
| Company Name <u>EDT AS</u> | | Phone # _____ | |
| Driver's Name <u>Dr. M. Smith</u> | | Phone # <u>701-809-3148</u> | |
| Year _____ | Make and Model _____ | Unit # or Plate _____ | VIN # _____ |
| Location of Vehicle _____ | | Location Towed to _____ | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out |
| <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service | |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | \$ _____ |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | \$ _____ |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | |
| For in shop labor only _____ Hours @ \$185.00/hour | | | |
| Work Completed | | Parts and Fluids <u>9 cases</u> | |
| Method of Payment | | Light Duty Tow | \$ <u>9.00</u> |
| <input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | Impound Fee | \$ _____ |
| Express Code _____ | | Storage | \$ _____ |
| | | Total Due | \$ _____ |

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

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

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

*Upon signing you agree to our terms.

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

Customer Signature Dr. M. Smith

Date 7-20-25

Page 235
3201 39th St. S.
Fargo, ND 58104
701-541-3900

All Pro Towing

24 Hour Towing & Truck Repair

1495

| | | | | | | |
|--|--|--|--|------------------------------------|---------------------------------|---------------------------------------|
| All Pro Driver <u>ED/Don</u> | | Date <u>8/22/05</u> | | | | |
| <input checked="" type="checkbox"/> Penske | <input checked="" type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input checked="" type="checkbox"/> Volvo Action | <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | |
| PO or Ref # _____ | | Mileage of Vehicle towed _____ | | | | |
| Company Name <u>Ford ASPHOL</u> | | | Phone # _____ | | | |
| Driver's Name <u>ED/Don</u> | | | Phone # <u>701-809-3148</u> | | | |
| Year <u>BLUE</u> | Make and Model <u>Ford F150</u> | Unit # or Plate <u>934 GT/AM</u> | VIN # _____ | | | |
| Location of Vehicle _____ | | | Location Towed to _____ | | | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out | <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service |
| <input checked="" type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | | | \$ _____ | |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | | | \$ _____ | |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | | | | |
| For in shop labor only _____ Hours @ \$185.00/hour | | | | | (P11) | |
| Work Completed | | Parts and Fluids <u>1) BLUE FORD F150</u> <u>2) LUBRICANT OIL</u> <u>3) RED OIL</u> <u>4) BLUE OIL</u> | | | | |
| Method of Payment <input type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account Express Code _____ | | | | Light Duty Tow | | \$ <u>50.00</u> |
| | | | | Impound Fee | | \$ _____ |
| | | | | Storage | | \$ _____ |
| | | | | Total Due | | \$ _____ |

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

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

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

*Upon signing you agree to our terms.

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

Customer Signature [Signature] Date 8/22/05

All Pro Towing

24 Hour Towing & Truck Repair

2780

| | | | |
|---|--|---|---------------------------------------|
| All Pro Driver <u>Robert</u> | | Date <u>2-22-23</u> | |
| <input checked="" type="checkbox"/> Penske | <input checked="" type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input type="checkbox"/> Volvo Action |
| <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | | |
| PO or Ref # _____ | | Mileage of Vehicle towed _____ | |
| Company Name <u>24 Hour Towing</u> | | Phone # _____ | |
| Driver's Name <u>Bl. McKen</u> | | Phone # <u>701-509-3148</u> | |
| Year _____ | Make and Model _____ | Unit # or Plate _____ | VIN # _____ |
| Location of Vehicle <u>4350 St</u> | | Location Towed to _____ | |
| <input type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out |
| <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service | |
| <input checked="" type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | \$ _____ |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | \$ _____ |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | |
| For in shop labor only _____ Hours @ \$185.00/hour | | | |
| Work Completed | | Parts and Fluids <u>check oil & filter</u> <u>check Ser pump oil</u> | |
| Method of Payment | | Light Duty Tow | \$ _____ |
| <input type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | Impound Fee | \$ <u>600.00</u> |
| Express Code _____ | | Storage | \$ _____ |
| | | Total Due | \$ <u>400.00</u> |

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

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

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

*Upon signing you agree to our terms.

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

Customer Signature _____ Date _____

September 5, 2025



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

Re: Improvement District PR-25-H1
Asphalt Mill & Overlay & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on September 2 & 4, 2025 while trying to overlay in Sections #3 of our Asphalt Mill & Overlay Project. We had distributed flyers to every home and placed no parking signs throughout the development but when we arrived to do our work there were several cars in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the cars removed so we could continue. We are requesting reimbursement as follows:

| | |
|------------------------------|-----------------|
| All Pro Towing Invoice #1548 | \$ 100.00 |
| All Pro Towing Invoice #1614 | \$ 200.00 |
| FM Asphalt 10 % Markup | <u>\$ 30.00</u> |
| Total | \$ 330.00 |

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

Sincerely,

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

Mark Pieterick

PO Box 857
Moorhead, MN 56561

All Pro Towing

24 Hour Towing & Truck Repair

1548

| | | | | | | |
|---|--|--|--|------------------------------------|---------------------------------|---------------------------------------|
| All Pro Driver <i>Don</i> | | Date <i>9-2-25</i> | | | | |
| <input type="checkbox"/> Penske | <input checked="" type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input checked="" type="checkbox"/> Volvo Action | <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | |
| PO or Ref # _____ | | Mileage of Vehicle towed _____ | | | | |
| Company Name <i>FM Ashwell</i> | | | Phone # <i>701 809 3148</i> | | | |
| Driver's Name <i>Bruce</i> | | | Phone # <i>701-809-3148</i> | | | |
| Year _____ | Make and Model <i>Ford Taurus</i> | Unit # or Plate <i>ND 816 EDP</i> | VIN # _____ | | | |
| Location of Vehicle <i>47th & St</i> | | | Location Towed to <i>Durbinston Parking Lot</i> | | | |
| <input checked="" type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input checked="" type="checkbox"/> Lock Out | <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | | | \$ | |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | | | \$ | |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | | | | |
| For in shop labor only _____ Hours @ \$185.00/hour | | | | | | |
| Work Completed | | Parts and Fluids <i>Moved 1 car</i> <i>acc CC</i> | | | | <i>100</i> |
| Method of Payment <input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account Express Code _____ | | | | | Light Duty Tow | \$ |
| | | | | | Impound Fee | \$ |
| | | | | | Storage | \$ |
| | | | | | Total Due | \$ |

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

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

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

*Upon signing you agree to our terms.

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

Customer Signature _____

Date *9-2-25*

All Pro Towing

24 Hour Towing & Truck Repair

1614

| | | | |
|--|---|---------------------------------------|---------------------------------------|
| All Pro Driver <u>Dom</u> | | Date <u>9-4-25</u> | |
| <input type="checkbox"/> Penske | <input type="checkbox"/> ARI/HOLMAN | <input type="checkbox"/> Sysco | <input type="checkbox"/> Volvo Action |
| <input type="checkbox"/> Fleetnet | <input type="checkbox"/> Amazon | | |
| PO or Ref # _____ | | Mileage of Vehicle towed _____ | |
| Company Name <u>F-M Tshpelt</u> | | Phone # <u>701 809 3148</u> | |
| Driver's Name <u>Bruce M Shebrook</u> | | Phone # _____ | |
| Year _____ | Make and Model _____ | Unit # or Plate _____ | VIN # _____ |
| Location of Vehicle <u>9th Ave Circle</u> | | Location Towed to _____ | |
| <input checked="" type="checkbox"/> Tow | <input type="checkbox"/> Fuel/Tire | <input type="checkbox"/> Impound | <input type="checkbox"/> Lock Out |
| <input type="checkbox"/> Jumpstart | <input type="checkbox"/> Winch | <input type="checkbox"/> Road Service | |
| <input type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour | | | \$ |
| <input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate | | | \$ |
| <input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off | | | |
| For in shop labor only _____ Hours @ \$185.00/hour | | | |
| Work Completed | Parts and Fluids <u>120 CC</u> <u>moved 2 cars</u> | | <u>200</u> |
| Method of Payment | | Light Duty Tow | \$ |
| <input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account | | Impound Fee | \$ |
| Express Code _____ | | Storage | \$ |
| | | Total Due | \$ |

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

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

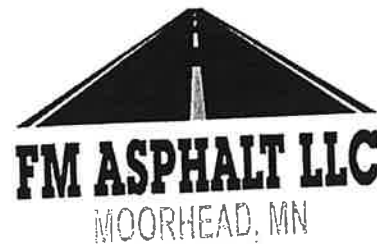
*Warranty on parts is by manufacturer, all warranty work must be brought back to our shop or it will not be covered.

*Upon signing you agree to our terms.

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

Customer Signature _____

Date 9-4-25



September 5, 2025

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

Re: Improvement District PR-25-H1
Asphalt Mill & Overlay & Incidentals

Dear Jason:

On August 15, 2025 while milling in Section #2 of our Asphalt Mill & Overlay Project, Industrial Builders mill operator hit and broke a manhole casting. At your request, we replaced the standard manhole casting with a self leveling manhole casting. We are requesting reimbursement for the casting only as follows:

| | |
|-----------------------------|------------------|
| Ferguson Waterworks Invoice | \$1,332.08 |
| FM Asphalt 10 % Markup | <u>\$ 133.21</u> |
| Total | \$1,465.29 |

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

Sincerely,

Mark Pieterick

PO Box 857
Moorhead, MN 56561



WATERWORKS
1917 1ST AVE N
FARGO, ND 58102-4118

Please contact with Questions: 701-293-5511

| INVOICE NUMBER | TOTAL DUE | CUSTOMER | PAGE |
|----------------|------------|----------|--------|
| 0531657 | \$1,332.08 | 16961 | 1 of 1 |

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**


FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 612685

SHIP TO:

COUNTER PICK UP
1917 1ST AVE N
FARGO, ND 58102-4118

FM ASPHALT LLC
PO BOX 857
MOORHEAD, MN 56561

| SHIP WHSE. | SELL WHSE. | TAX CODE | CUSTOMER ORDER NUMBER | SALESMAN | JOB NAME | INVOICE DATE | BATCH |
|--|---------------|-------------|--|------------|----------|--------------|-------------|
| 2516 | 2516 | ND105 | VERBAL DAN | SAM | | 08/18/25 | JO 31610 |
| ORDERED | SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UM | AMOUNT | |
| 1 | 1 | E00302401 | Thank you for your business! | 1045.800 | EA | 1045.80 | |
| 1 | 1 | E00120525 | 3024 SELF LVL FRM F/ 1205 ASPHLT 1205C 26 MH LID 2PH *STORM | 190.470 | EA | 190.47 | |
| | | | INVOICE SUB-TOTAL | | | 1236.27 | |
| | | | TAX | Fargo | | 95.81 | |
| <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> | | | | | | | |
| <p>Looking for a more convenient way to pay your bill?</p> <p>Log in to Ferguson.com and request access to Online Bill Pay.</p>  | | | | | | | |

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$1,332.08

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

24

December 4, 2025

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

Re: Possible Updates or Rewrites to City Code Related to Event Permitting

Dear Mayor and Commissioners:

Event permitting was discussed during a recent informational meeting on November 24. As part of that discussion there was the possibility for the need to update or rewrite portions of the existing municipal code. Some proposed changes to the event permitting will require some changes to the municipal code, if approved. Engineering would like to request approval to work with the City Attorney to develop new municipal code as required to match the proposed changes to Event Permitting. Any changes to municipal code will be presented to the Commission in the future for your review and approval.

Recommended Motion:

Authorize Engineering to work with the City Attorney to modify municipal code related to updates in the Event Permitting process.

Respectfully,



Kevin Gorder, PE
Division Engineer



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: 12/3/2025

Receive & File: Sales Tax Update

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

Award & Budget Adjustments

FargoDome – Emergency Sewer Repair
FMCVB – Approve 2026 budget

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

Data as of 11/26/2025

| Payment Date | Collection Month | County Amount | County Collections | County Growth % | 2% Sales Tax | | | City Total Amount | City Growth % |
|-------------------|------------------|---------------|--------------------|-----------------|--------------|-------------------|-------------------------------------|-------------------|---------------|
| | | | | | PSST Amount | Infra & FC Amount | Infra & FC Collections Total Amount | | |
| | | | 17,268,161.29 | 1.27% | | | 50,573,211.70 | 55,021,791.78 | -1.45% |
| 11/24/2025 | Sep-25 | 2,379,895.75 | | | 836,408.75 | 6,691,270.01 | | | |
| 10/21/2025 | Aug-25 | 2,281,923.54 | | | 835,497.50 | 6,683,979.99 | | | |
| 9/22/2025 | Jul-25 | 1,796,292.91 | | | 622,825.54 | 4,982,604.32 | | | |
| 8/21/2025 | Jun-25 | 2,270,466.69 | | | 803,789.60 | 6,430,316.85 | | | |
| 7/22/2025 | May-25 | 2,053,576.19 | | | 749,363.21 | 5,994,905.70 | | | |
| 6/20/2025 | Apr-25 | 1,616,213.54 | | | 600,695.48 | 4,805,564.00 | | | |
| 5/21/2025 | Mar-25 | 1,698,986.33 | | | | 5,424,656.49 | | | |
| 4/23/2025 | Feb-25 | 1,477,568.31 | | | | 4,523,059.23 | | | |
| 3/21/2025 | Jan-25 | 1,693,238.03 | | | | 5,036,855.11 | | | |
| 2/21/2025 | Dec-24 | 2,207,030.88 | 23,304,345.12 | 0.86% | | 6,626,714.99 | 69,824,744.71 | | 0.83% |
| 1/21/2025 | Nov-24 | 2,281,112.22 | | | | 6,540,733.39 | | | |
| 12/20/2024 | Oct-24 | 1,764,529.62 | | | | 5,342,358.63 | | | |
| 11/22/2024 | Sept-24 | 2,257,740.11 | | | | 6,622,406.84 | | | |
| 10/21/2024 | Aug-24 | 2,088,361.27 | | | | 6,284,633.45 | | | |
| 9/21/2024 | July-24 | 1,746,626.42 | | | | 5,168,111.30 | | | |
| 8/21/2024 | June-24 | 2,659,707.17 | | | | 7,859,913.01 | | | |
| 7/22/2024 | May-24 | 1,348,902.41 | | | | 4,252,926.43 | | | |
| 6/24/2024 | Apr-24 | 1,759,660.73 | | | | 5,404,517.72 | | | |
| 5/21/2024 | Mar-24 | 2,276,388.27 | | | | 6,980,911.25 | | | |
| 4/22/2024 | Feb-24 | 1,023,591.77 | | | | 3,163,097.74 | | | |
| 3/21/2024 | Jan-24 | 1,890,694.25 | | | | 5,578,419.96 | | | |
| 2023 Collections | | | 23,106,462.71 | 8.18% | | | 69,250,461.96 | | 4.02% |
| 2022 Collections | | | 21,358,922.89 | -2.56% | | | 66,571,120.26 | | 4.28% |
| 2021 Collections | | | 21,920,710.74 | 31.11% | | | 63,840,810.53 | | 29.90% |
| 2020 Collections | | | 16,719,327.13 | 0.30% | | | 49,146,842.57 | | -5.00% |
| 2019 Collections | | | 16,670,136.34 | 6.04% | | | 51,732,824.69 | | 7.36% |
| 2018 Collections | | | 15,720,221.20 | | | | 48,185,965.90 | | |
| 2017 Collections | | | 2,796,024.89 | | | | | | |
| Totals Since 2019 | | \$ | 158,864,312 | | | \$ | 478,168,039 | | |



Report of Action:
FAHR Meeting of December 1, 2025

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

Department: FargoDome

Description: See Memo. FargoDome requests a budget amendment for emergency sanitary sewer line repair funded by the FargoDome Permanent Fund.

Net Financial Impact: \$12,127

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve budget amendment to fund emergency sanitary sewer line repair.



November 14, 2025

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

RE: EM25309 – FARGODOME west side sanitary sewer drain repair

Commissioners:

During an event on Saturday, November 1, 2025, it was discovered that a sanitary sewer pipe from the bathrooms on the west concourse was blocked causing the drains to back-up in to the facilities. Upon further investigation, it was discovered that the pipe draining from the building to the main sewer line pipes underneath Albrecht Blvd had been compromised/collapsed.

Following purchasing policy, Operations staff created a scope of work and an authorization request for an Emergency Purchase to complete the immediate repair work was submitted to city of Fargo Purchasing and approval was received. This work included excavating the collapsed pipe on the exterior of the west side of FARGODOME, removing blockage and earthen fill that had comprised the pipe, repair the broken pipe, and restore the site to pre-excavation condition. The emergency purchase was granted and Randall's Excavating and Dakota Plains Mechanical were authorized for the work. The following invoices were received for the completed work:

- Randall's Excavating of \$9,100.00
- Dakota Plains Mechanical of \$3,027.04

Suggested Motion:

Approve the recommendation for a 2025 FARGODOME capital budget adjustment of \$12,127.04 for sanitary sewer line repair at FARGODOME funded by the FARGODOME Permanent Fund.

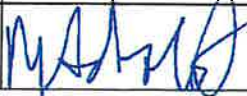
Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



EMERGENCY PURCHASE REQUEST FORM (EM)

| | | | |
|-----------------------------|---|--------------------------------------|---------------------------|
| Requested by: | Rob Sobolik | Department: | Fargodome |
| Date of Request: | November 4, 2025 | Phone Number: | 701-298-2658 |
| E-mail: | rsobolik@fargodome.com | | |
| Dept Head Signature: |  | Estimated Amount of Purchase: | hoping less than \$17,500 |

Product or Service description:


On Sat, Nov 1, 2025, during the NDSU Football game, it was noticed that the drains in Male/Female bathrooms #5 (south end of west concourse) at Fargodome were backing up and waste water was coming back up in to the restrooms, covering the floor as well as leaking through the floor to the lower level electrical rooms.

it was discovered on Mon/Tues, Nov 3/4, '25 with further investigation that the sanitary drain pipe from the west side of the building to the sanitary sewer drain was completely plugged and compromised with sand, rocks, sediment, etc..

Randall's Excavation was contacted and upon investigating the site, can excavate the pipe for approx. \$8k - \$12k depending upon time needed on site. Dakota Plains Mech is also available to be on site on Wed, Nov 5 to repair the pipe as it should be standard size and fitting with estimated expense of \$3k- \$7k.

Work will be performed on Wed, Nov 5 and completed same day.

Is a Contract required? Yes ☐ No ☒

| | | | | | |
|--|--|---------------|--|------------------|--|
| Vendor Name: | | | Randall's Excavating & Dakota Plains Mechanical | | |
| Address: | | | | | |
| City: | | State: | | Zip Code: | |
| Contact Person: | | | Title: | | |
| Telephone: | | | Email: | | |
| Purchasing Manager Approval: | | |  | | |
| Emergency Purchase Number (EM): | | | EM25309 | | |

Dakota Plains Mechanical
 315 27th Circle S
 Fargo, ND 58103
 dakotaplainsmech.com



Fargodome
 1800 N. University Dr.
 Fargo ND 58102

Please Pay By
12/13/2025

| |
|-----------------------------|
| Amount \$3,027.04 |
|-----------------------------|

Invoice Date
11/13/2025

INVOICE NO. 17287

| | |
|-------------|---|
| Site | Fargodome 1800 N. University Dr. Fargo ND 58102 |
|-------------|---|

Sewer main collapsed outside of building.
 New piping was routed into building and connected to existing sewer line.

Service

| Item | Quantity | Unit Price | Total |
|------------------|----------|------------|------------|
| Material & Labor | | | \$3,027.04 |

Thank you.

| | |
|-----------------------|------------|
| Total | \$3,027.04 |
| Amount Applied | \$0.00 |
| Balance Due | \$3,027.04 |

OK TO PAY
 11/14/25
 COFFERMAN
 25309

Randall's Excavating, Inc.

Invoice

PO Box 99

Glyndon, MN 56547

| Date | Invoice # |
|-----------|-----------|
| 11/5/2025 | 4589 |

| |
|--|
| Bill To |
| Fargo Dome 1800 N University Dr Fargo ND 58102 |

| P.O. No. | Terms | Project |
|----------|-------|---------|
| | | |

| Quantity | Description | Rate | Amount |
|----------|--|--------------|-------------------|
| | Sanitary Sewer service line repair in landscaping rock. Contact Person Jason Metzger 701-261-2967 EMAIL: jmetzger@fargodome.com | 9,100.00 | 9,100.00 |
| | OK to PAY 11/14/25 COF # EM 25309 | | |
| | | Total | \$9,100.00 |

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: FARGODOME

REQUESTED BY: Rob Sobolik

PROJECT NUMBER : EM25309

DATE PREPARED: 11/14/2025

DESCRIPTION OF REQUEST:

Repair collapsed sanitary sewer drain line on west side of FARGODOME.

NOTE: if relevant, please identify the appropriate fiscal year in the description

| REVENUE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|----------------------------|----------------|----------------------|------------|
| | | | = \$ - |
| | | | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| TOTAL REVENUE ADJUSTMENTS: | | \$ - | |

| EXPENSE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|-----------------------------------|----------------|----------------------|-------------|
| 570-7003-461.74-10 Capital Outlay | | \$ 12,127 | = \$ 12,127 |
| | | | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| TOTAL EXPENSE ADJUSTMENTS: | | \$ 12,127 | |

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE:

Date:

By:

BA#



Report of Action:
FAHR Meeting of December 1, 2025

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

Department: Finance - CVB

Description: See Memo. FMCVB is required to have their annual budget approved by the Fargo City Commission, attached please find the FMCVB's net balanced budget as approved by their Board of Directors for your consideration.

Due to their 2025 change to a calendar budget year, the FMCVB budget was not prepared in time to be included with the City of Fargo budget approvals in September. A budget adjustment is needed to true up the Budget Team's 2026 budget estimates with the final approved FMCVB budget.

Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the 2026 Operating and Capital Budgets for Fargo Moorhead Convention & Visitors Bureau, as presented, and update the City of Fargo 2026 Special Revenue Fund 206 revenues (Hotel Tax Collected) and expenses (Hotel Tax remitted to CVB) to tie to the FMCVB budgeted hotel tax expectations.



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: FM Convention & Visitors Bureau (FMCVB) 2026 Budget

DATE: November 24, 2025

Due to their 2025 change to a calendar budget year, the FMCVB budget is not prepared in time to be included with the City of Fargo budget approvals in September.

As FMCVB is required to have their annual budget approved by the Fargo City Commission, attached please find the FMCVB's net balanced budget as approved by their Board of Directors for your consideration.

Suggested Motion:

Approve the 2026 Operating and Capital Budgets for Fargo Moorhead Convention & Visitors Bureau, as presented, and update the City of Fargo 2026 Special Revenue Fund 206 revenues (Hotel Tax Collected) and expenses (Hotel Tax remitted to CVB) to tie to the FMCVB budgeted hotel tax expectations.

2026 FMCVB Operating Budget - SUMMARY

| 2026 Fargo-Moorhead Convention and Visitors Bureau Operating Budget | | |
|---|---|------------------|
| Account # | REVENUES | 2026 BUDGET |
| 400-1000-10 | Fargo Lodging Tax | 2,156,000 |
| 410-1000-10 | Moorhead Lodging Tax | 157,500 |
| 415-1000-10 | West Fargo Lodging Tax | 290,000 |
| 405-1000-10 | In-Kind Contribution | 125,000 |
| 420-1000-10 | Grant Income | - |
| 430-1000-10 | Gift Shop Revenue | 75,000 |
| 435-1000-10 | Marketing Advertising Revenue | 12,000 |
| 440-1000-10 | Interest Income | 55,200 |
| 451-1000-10 | Housing Bureau Revenue | 334,285 |
| 460-1000-10 | Miscellaneous | - |
| 463-1000-10 | Spending From Reserves | - |
| | TOTAL REVENUES | 3,204,985 |
| Account # | ADMINISTRATIVE EXPENDITURES | 2026 BUDGET |
| 550-1000-20 | Salaries | 967,200 |
| 550-1010-20 | Temporary Salaries | 101,500 |
| 550-1012-20 | Overtime | - |
| 551-1000-20 | Payroll Taxes-7.65% of Salaries + Temp Salaries | 81,756 |
| 552-1000-20 | Retirement-3% of Salaries | 29,016 |
| 552-2000-20 | HSA | 17,800 |
| 553-1000-20 | Unemployment | 10,300 |
| 554-1000-20 | Workers Comp | 1,000 |
| 555-1000-20 | Health/Dental/Vision Benefits | 120,225 |
| 556-1000-20 | Disability and Life Insurance | 10,800 |
| | Total Salaries | 1,339,597 |
| Account # | ADMINISTRATIVE EXPENDITURES | 2026 BUDGET |
| 500-1000-20 | Professional Fees | 43,770 |
| 501-1000-20 | Accounting Services | 11,356 |
| 502-1000-20 | Insurance | 20,000 |
| 503-1000-20 | Postage & Shipping | 24,000 |
| 504-1000-20 | Utilities | 30,425 |
| 505-1000-20 | Telecommunications/PR | 16,800 |
| 506-1000-20 | Office Repairs & Maintenance | 1,200 |
| 507-1000-20 | Office & Clerical Supplies | 6,200 |
| 508-1000-20 | Other Supplies | 300 |
| 509-1000-20 | Maintenance Supplies | 2,400 |
| 509-1010-20 | VIC Supplies | 4,600 |
| 510-1000-20 | Scholarship | 2,000 |
| 512-1000-20 | Maintenance Contracts - Office & Equipment | 1,540 |
| 513-1000-20 | Software Leases | 15,964 |
| 514-1000-20 | Dues & Subscriptions | 87,240 |
| 515-1000-20 | Miscellaneous | 36,000 |
| 516-1000-90 | Gift Shop Merchandise | 46,500 |
| 520-1000-20 | Bank & Credit Card Fees | 1,800 |
| 545-1000-20 | Rent | 131,000 |
| 601-1010-20 | Airfare | 15,900 |
| 601-1015-20 | Lodging, Meals, Misc. | 27,750 |
| 601-2000-20 | Tradeshaw Expenses | 10,500 |
| 601-3008-20 | Client Development | 8,000 |

2026 FMCVB Operating Budget - SUMMARY

| | | |
|------------------|---|--------------------|
| 601-3009-20 | Activities Committee | 3,600 |
| 601-3010-20 | Donations & Contributions | 2,400 |
| 605-1000-20 | Travel - Vehicle | 4,950 |
| 614-1000-20 | Promotional Products | 8,000 |
| 617-1000-20 | Annual Events | 20,200 |
| 628-1000-20 | Registration Fees | 15,600 |
| 628-1010-20 | Professional Development | 4,435 |
| 635-1000-20 | Staff Clothing | 1,200 |
| 637-1000-20 | Promotional Sponsorships | 2,000 |
| 637-1010-20 | Walk of Fame | - |
| | Total Administration | 607,630 |
| Account # | CONVENTION SALES EXPENDITURES | 2026 BUDGET |
| 513-1010-30 | Software Leases & Subscriptions | 9,263 |
| 514-1000-30 | Dues & Subscriptions | 1,069 |
| 601-1010-30 | Airfare | 7,200 |
| 601-1015-30 | Lodging, meals, misc. | 9,436 |
| 601-2000-30 | Tradeshow Expenses | 1,350 |
| 601-3008-30 | Client Development | 2,000 |
| 605-1000-30 | Travel - Vehicle | 2,270 |
| 614-1000-30 | Promotional Products | 4,400 |
| 617-1000-30 | Events/Receptions | 5,000 |
| 618-1000-30 | Event Assistance | 43,375 |
| 619-1000-30 | Event Hospitality | 725 |
| 628-1000-30 | Registration Fees | 13,009 |
| 628-1010-30 | Professional Development | 1,020 |
| 635-1000-30 | Staff Clothing | 350 |
| 636-1000-30 | Fam Tours/Site Inspections | 13,500 |
| 637-1000-30 | Promotional Sponsorships | 40,000 |
| | Total Convention Sales | 153,967 |
| Account # | MARKETING EXPENDITURES | 2026 BUDGET |
| 513-1010-50 | Marketing Software Leases/Subscriptions | 74,445 |
| 514-1000-50 | Dues & Subscriptions | 1,270 |
| 515-1000-50 | Miscellaneous | - |
| 550-1015-50 | Contract Labor/Agency Fees | - |
| 601-1010-50 | Airfare | 7,000 |
| 601-1015-50 | Lodging, Meals, Miscellaneous | 13,500 |
| 601-2000-50 | Tradeshow Expenses | 2,000 |
| 601-3000-50 | Travel Writer/Influencers | 89,500 |
| 601-3008-50 | Client Development | 500 |
| 605-1000-50 | Travel-Vehicle | 3,150 |
| 606-1015-50 | Print Advertising | 14,450 |
| 606-1020-50 | Radio/TV/Connected TV | - |
| 606-1030-50 | Photography/Film | 1,950 |
| 606-1035-50 | Digital Advertising | 94,000 |
| 606-1045-50 | Outdoor Advertising | 500 |
| 614-1000-50 | Promotional Products | 22,000 |
| 618-1000-50 | Event Assistance | 47,450 |
| 620-1010-50 | Print Material Distribution | 5,450 |

2026 FMCVB Operating Budget - SUMMARY

| | | |
|------------------------|------------------------------------|--------------------|
| 622-1000-50 | Website Updates | 38,560 |
| 628-1000-50 | Registration Fees | 8,595 |
| 628-1010-50 | Professional Development | 405 |
| 632-1000-50 | Print Materials | 57,400 |
| 633-1000-50 | Special Promotions | 2,000 |
| 635-1000-50 | Staff Clothing | 800 |
| 637-1000-50 | Promotional Sponsorships | 1,500 |
| | Total Marketing Sales | 486,425 |
| | | |
| Account # | ATHLETIC SALES EXPENDITURES | 2026 BUDGET |
| 513-1010-60 | Software Leases/Subscriptions | 10,225 |
| 514-1000-60 | Dues & Subscriptions | 3,622 |
| 515-1000-60 | Miscellaneous | - |
| 601-1010-60 | Airfare | 15,000 |
| 601-1015-60 | Lodging, Meals, Misc | 33,450 |
| 601-2000-60 | Tradeshaw Expenses | 4,800 |
| 601-3000-60 | Entertaining | |
| 601-3008-60 | Client Development | 7,500 |
| 605-1000-60 | Travel - Vehicle | 2,500 |
| 614-1000-60 | Promotional Products | 7,500 |
| 617-1000-60 | Annual Events | 4,000 |
| 618-1000-60 | Event Assistance | 88,550 |
| 619-1000-60 | Event Hospitality | 24,100 |
| 628-1000-60 | Registration Fees | 34,081 |
| 628-1010-60 | Professional Development | 5,243 |
| 632-1020-60 | Bid Fees | - |
| 635-1000-60 | Staff Clothing | 800 |
| 636-1000-60 | Fam Tours | 3,500 |
| 637-1000-60 | Promotional Sponsorships | 32,500 |
| | Total Athletic Sales | 277,371 |
| | | |
| Account # | HOUSING BUREAU EXPENDITURES | 2026 BUDGET |
| 632-1010-65 | Housing Bureau/Meeting Max | - |
| 632-1015-65 | Housing Bureau Activity | 255,387 |
| | Total Housing Bureau | 255,387 |
| | | |
| Account # | EVENT SERVICES EXPENDITURES | 2026 BUDGET |
| 514-1000-70 | Dues & Subscriptions | 480 |
| 601-1010-70 | Airfare | 1,000 |
| 601-1015-70 | Lodging, Meals, Misc | 1,900 |
| 601-3008-70 | Client Development | 100 |
| 605-1000-70 | Travel - Vehicle | 250 |
| 619-1000-70 | Event Hospitality | - |
| 626-1000-70 | Banners and Supplies | 4,658 |
| 627-1000-70 | Badges | 83,975 |
| 628-1000-70 | Registration Fees | 2,294 |
| 628-1010-70 | Professional Development | - |
| 631-1050-70 | Event Services In-Town Meals | 180 |
| 635-1000-70 | Staff Clothing | 300 |
| | Total Event Services | 95,137 |

2026 FMCVB Operating Budget - SUMMARY

| | SUMMARY: | 2026 BUDGET |
|--|----------------|-------------|
| | TOTAL REVENUES | 3,204,985 |
| | TOTAL EXPENSES | 3,215,514 |
| | VARIANCE | (10,529) |

2026 FMCVB Capital Budget - SUMMARY

| 2026 Fargo-Moorhead Convention and Visitors Bureau Capital Budget | | |
|---|--|--------------------|
| ACCOUNT # | REVENUES | 2026 BUDGET |
| 400-1000-85 | Fargo Lodging Tax* | 1,078,000 |
| 415-1000-85 | West Fargo Lodging Tax** | 145,000 |
| 440-1000-85 | Capital Interest Income | 49,200 |
| 460-1000-85 | Misc Capital | - |
| | TOTAL REVENUES | 1,272,200 |
| | EXPENDITURES | 2026 BUDGET |
| 170-0000-85 | Furnishings - Asset (Unknown) | - |
| 175-0000-85 | Technology Purchases - Asset | 8,000 |
| 180-0000-85 | Bldg & Grounds Improv. - Asset | - |
| 190-0000-85 | Vehicle - Asset (trade-in) | - |
| 500-0050-85 | Capital Grant Program | 770,000 |
| 500-1000-85 | Professional Fees | 40,000 |
| 502-1000-85 | Insurance (City Policies) | 4,750 |
| 505-1075-85 | Telecommunications Expense | 3,300 |
| 505-1085-85 | Technology Maintenance/Upgrades | 60,791 |
| 506-1000-85 | Building Repair/Maintenance/Upgrades | 12,800 |
| 506-1001-85 | Office Repair/Maintenance/Upgrades | 2,000 |
| 506-1010-85 | Grounds Maintenance | 49,995 |
| 511-1000-85 | Equipment Leases | - |
| 512-1000-85 | Maintenance Contracts - Office & Equip | 41,150 |
| 518-1000-85 | Depreciation | 72,000 |
| 520-1000-85 | Bank & Credit Card Fees | 1,200 |
| 558-1000-85 | Real Estate Specials and Drains | 500 |
| 632-1000-85 | Bid Fees/Event Assistance | 194,840 |
| | Future Capital Allocation Fund | - |
| | TOTAL EXPENSES | 1,261,326 |
| | Total Revenues | 1,272,200 |
| | Total Expenses | 1,261,326 |
| | Variance | 10,874 |

* Fargo Lodging Tax based on 1/2 of 2% revenue in operating budget

** West Fargo Lodging Tax based on 1/2 of 2% revenue in operating budget

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Finance for Fund 206 (CVB pass through)

REQUESTED BY: Susan

PROJECT NUMBER: _____

DATE PREPARED: 11/24/2025

DESCRIPTION OF REQUEST:

NOTE: if relevant, please identify the appropriate fiscal year in the description

Adjust 2026 Budget for Fund 206 Revenue (hotel tax) and Exp (distribution to CVB) to align with CVB final budget. Net City Impact = \$0.

| REVENUE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|-----------------------------------|-------------------|-------------------------|--------------|
| 206-7002-312-10-01 Lodging Tax 2% | \$ 2,400,000 | \$ (244,000) = | \$ 2,156,000 |
| 206-7002-312-10-02 Lodging Tax 1% | \$ 1,200,000 | \$ (122,000) = | \$ 1,078,000 |
| | | + | = \$ - |
| | | + | = \$ - |
| TOTAL REVENUE ADJUSTMENTS: | | \$ (366,000) | |

| EXPENSE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|---|-------------------|-------------------------|--------------|
| 206-7002-461.33-90 Other Services (remittance to CVB) | \$ 3,600,000 | \$ (366,000) = | \$ 3,234,000 |
| | | | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| 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# _____

(27)

| City of Fargo Staff Report | | | |
|--|--|--|---------------------------|
| Title: | Veterans Industrial Park Second Addition | Date: | 10/01/2025 12/04/2025 |
| Location: | 5500 & 5600 23 Ave. North | Staff Contact: | Chelsea Levorsen, Planner |
| Legal Description: | Lots 5 & 6, Block 1, Veterans Industrial Park Addition | | |
| Owner(s)/Applicant: | Homeward Animal Shelter / Veterans Industrial Park LLC ET AL | Engineer: | Mead & Hunt |
| Entitlements Requested: | Minor Subdivision (a replat of Lots 5 and 6, Block 1, Veterans Industrial Park Addition, to the City of Fargo, Cass County, North Dakota) | | |
| Status: | City Commission Public Hearing: December 8, 2025 | | |
| Existing | | Proposed | |
| Land Use: Undeveloped | | Land Use: Industrial | |
| Zoning: LI, Limited Industrial | | Zoning: No Change | |
| Uses Allowed: LI – Limited Industrial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities. | | Uses Allowed: No Change | |
| Maximum Lot Coverage Allowed: 85% | | Maximum Lot Coverage Allowed: 85% | |
| Proposal: | | | |
| The applicant requests one entitlement: | | | |
| 1. A minor subdivision, to be known as Veterans Industrial Park Second Addition, a replat of Lots 5 and 6, Block 1, Veterans Industrial Park Addition. | | | |
| Surrounding Land Uses and Zoning Districts: | | | |
| <ul style="list-style-type: none"> • North: LI, Limited Industrial; undeveloped • East: LI, Limited Industrial; undeveloped • South: LI, Limited Industrial; undeveloped and AG, Agriculture; residential home • West: (across 57th Street North) AG; undeveloped; in Fargo's four-mile extra-territorial jurisdiction. | | | |
| Area Plans: | | | |
| The 2024 Fargo Growth Plan designates this area within the 'general industrial and flex warehouse' placetype. Primary uses include light and general industrial and flex warehouses and some industrial-related commercial uses. A permit was received for a moving/frieght warehouse for Lot 1 and an animal shelter is tentatively planned for Lot 2. This project is consistant with the placetype designation. | | | |

Context:

Schools: The subject property is located within the West Fargo School District and is served by Harwood Elementary, Cheney Middle and West Fargo High schools.

Neighborhood: The subject property is not located within a designated neighborhood.

Parks: There are no Fargo Park District parks within one mile of the subject property. The North Dakota Horse Park is approximately ½ mile south of the property.

Pedestrian / Bicycle: A 10-foot wide multi-use path is located on the south side of the 19th Avenue North right of way, across 19th Avenue from the subject property.

MATBUS Route: The subject property is not on a MATBUS route at this time.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Minor Subdivision:

The plat will replat two existing lots (Lot 5 and Lot 6 of Veterans Industrial Park Addition) into two lots (Lot 1 and Lot 2 of Veterans Industrial park Second Addition). The plat encompasses approximately 9.81 acres. The plat contains existing Power, Utility, and Pipeline Easements and there is an on-going conversation about adding a waterline easement. The existing 30' access easement will be vacated with this plat. The size of the existing lots will remain the same.

Access & Amenities:

The access easement between the two lots will be vacated as part of this plat. Access to each lot will come from separate driveways along 23rd Avenue North.

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning for the area is LI, Limited Industrial. No zone change is proposed. The current zoning and proposed land use are consistent with the 'general industrial and flex warehouse' place type, designated in the 2024 Fargo Growth Plan. 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. At the time of publication, Staff have not received any comments or inquiries about the project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

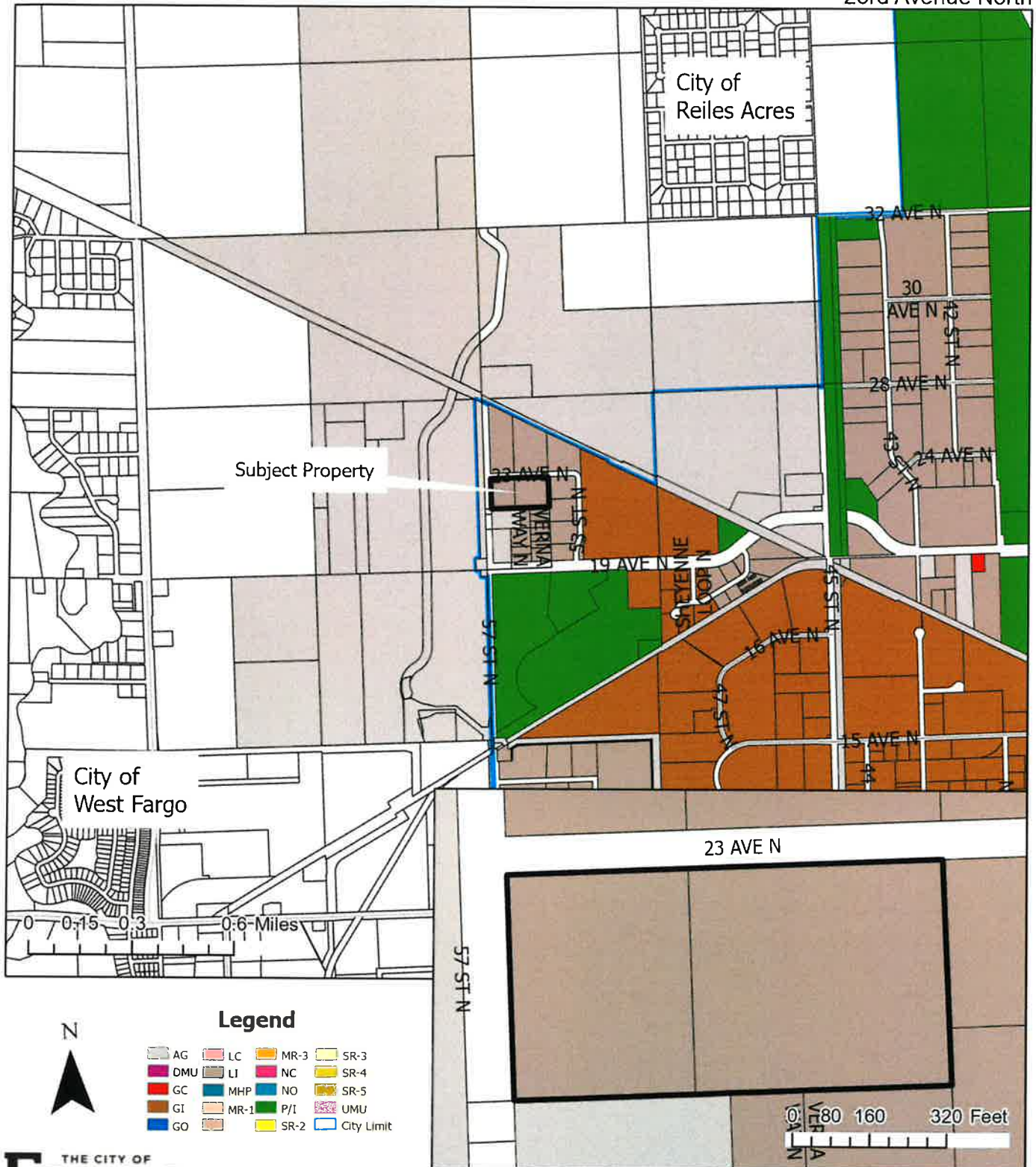
While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the

| |
|---|
| City's Infrastructure Funding Policy, which may include the use of special assessments. (Criteria Satisfied) |
| Staff Recommendation: |
| Suggested Motion: To accept the findings and recommendations of the Planning Commission and staff and more to approve the proposed subdivision plat, Veterans Industrial Park Second Addition , as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code". |
| Planning Commission Recommendation: October 7, 2025 |
| At the October 7 th , 2025 Planning Commission hearing, that Commission, by a vote of 6-0 with five Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, Veterans Industrial Park Second Addition , as outlined within the staff report, as the proposal complies with the adopted Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C and all other applicable requirements of the Land Development Code. |
| Attachments: |
| <ol style="list-style-type: none"> 1. Zoning map 2. Location map 3. Plat 4. Amenities Plan |

Minor Subdivision

Veterans Industrial Park Second Addition

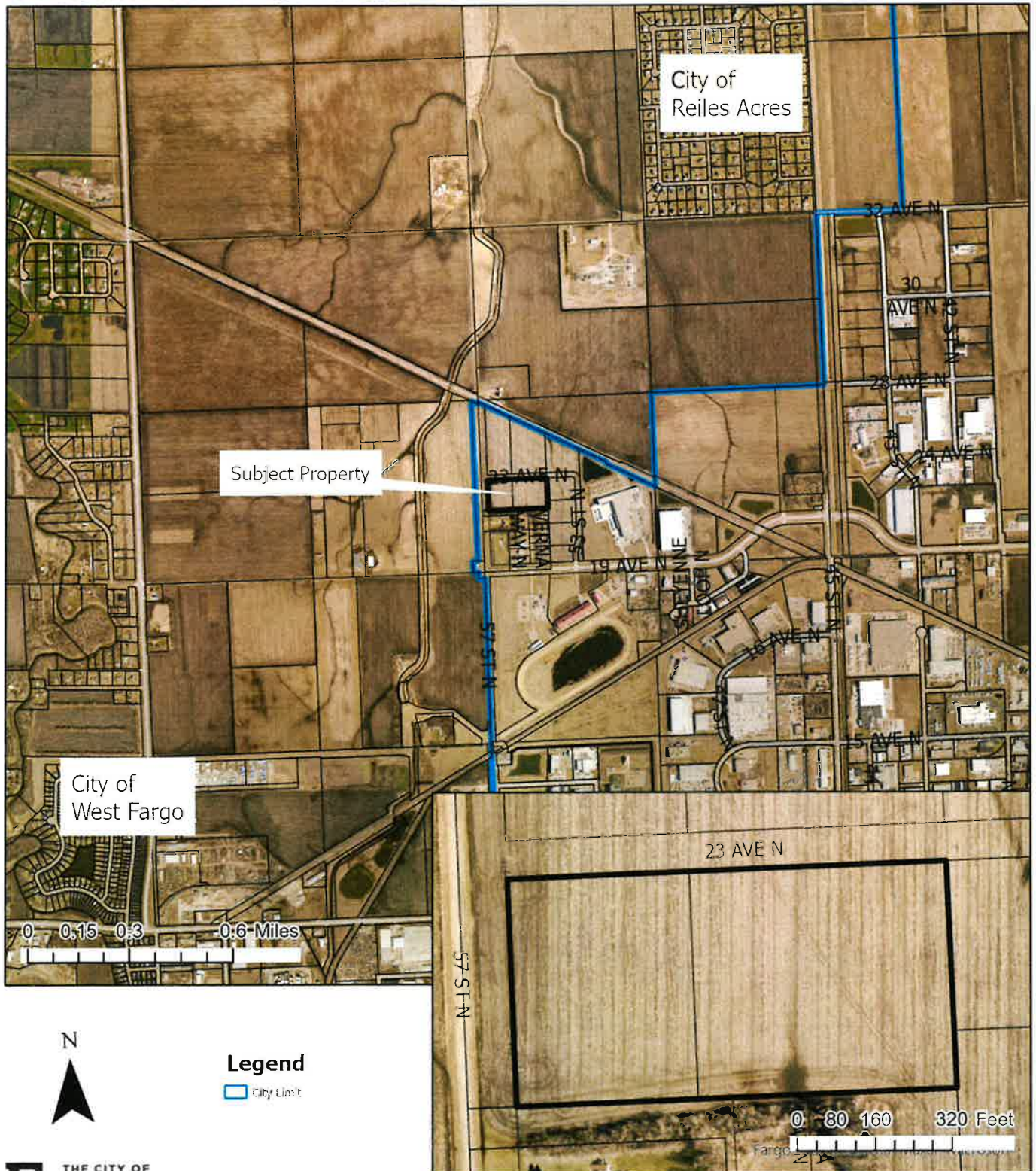
5500 and 5600
23rd Avenue North



Minor Subdivision

Veterans Industrial Park Second Addition

5500 and 5600
23rd Avenue North



VETERANS INDUSTRIAL PARK SECOND ADDITION

A REPEAT OF LOT 5 AND LOT 6, BLOCK 1, VETERANS INDUSTRIAL PARK ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A VETERAN SUBDIVISION)

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT
 Jason Ness, P.L.S.
 Professional Land Surveyor
 Registration No. 13-0084
 State of North Dakota
 County of Cass
 On this 21st day of October, 2025, before me, a notary public in and for said county, personally appeared Jason Ness, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Dated this 21st day of October, 2025.
 Jason Ness, P.L.S.
 Professional Land Surveyor
 Registration No. 13-0084
 State of North Dakota
 County of Cass
 On this 21st day of October, 2025, before me, a notary public in and for said county, personally appeared Jason Ness, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

OWNER'S CERTIFICATE
 KNOW ALL PERSONS BY THESE PRESENTS, THAT HOWARD ANIMAL SHELTER INC., VETERANS INDUSTRIAL PARK, LLC AND ROBERT & BRENDA YOUNESS are the owners of a parcel of land located in that part of the Southwest Quarter of Section 26, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:
 Lot 5 and Lot 6, Block 1, Veterans Industrial Park Addition to the City of Fargo, Cass County, North Dakota
 Containing 9.81 acres, more or less.

And the owners of the above described property, have caused the same to be surveyed and platted as VETERANS INDUSTRIAL PARK SECOND ADDITION, and does hereby acknowledge the existing Accords and Easements as shown for Section 26 on this plat.
 OWNER: Lot 5, Block 1
 Howard Animal Shelter Inc.
 Tasha Haug, Executive Director
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, appeared before me, Tasha Haug, Executive Director of Howard Animal Shelter Inc., known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed.

MORTGAGEE:
 First International Bank & Trust
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, before me, a notary public in and for said county, personally appeared Robert & Brenda Youness, known to me to be the person who is described in and who executed the same on behalf of First International Bank & Trust.

On this 20th day of October, 2025, before me, a notary public in and for said county, personally appeared Robert & Brenda Youness, known to me to be the person who is described in and who executed the same on behalf of First International Bank & Trust.

OWNER: Lot 6, Block 1
 Veterans Industrial Park, LLC
 48.89% interest
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, appeared before me, Jonathan Youness, Vice President of Veterans Industrial Park, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the same as their own free act and deed.

OWNER: Lot 6, Block 1
 Veterans Industrial Park, LLC
 48.89% interest
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, appeared before me, Jonathan Youness, Vice President of Veterans Industrial Park, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the same as their own free act and deed.

OWNER: Lot 6, Block 1
 Veterans Industrial Park, LLC
 48.89% interest
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, appeared before me, Jonathan Youness, Vice President of Veterans Industrial Park, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the same as their own free act and deed.

OWNER: Lot 6, Block 1
 Veterans Industrial Park, LLC
 48.89% interest
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, appeared before me, Jonathan Youness, Vice President of Veterans Industrial Park, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the same as their own free act and deed.

OWNER: Lot 6, Block 1
 Veterans Industrial Park, LLC
 48.89% interest
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, appeared before me, Jonathan Youness, Vice President of Veterans Industrial Park, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the same as their own free act and deed.

OWNER: Lot 6, Block 1
 Veterans Industrial Park, LLC
 48.89% interest
 State of North Dakota
 County of Cass
 On this 20th day of October, 2025, appeared before me, Jonathan Youness, Vice President of Veterans Industrial Park, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the same as their own free act and deed.



- LEGEND**
- MONUMENT IN PLACE
 - SECTION LINE
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - NEW LOT LINE
 - PLAT BOUNDARY
 - 100' W/4 FLOODPLAIN
 - MAJOR CONTOUR
 - MINOR CONTOUR
- NOTES**
1. BOUNDARY DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 2. PART OF THIS PLAT FALLS IN FLOODPLAIN ZONE AS ACCORDING TO THE FEMA MAPS 3801000000 AND 3801000000 WITH AN EFFECTIVE DATE 11/05/15. THE BASE FLOOD ELEVATION IS 1105.00 FEET. THE FLOODPLAIN ZONE IS SHOWN ON THE INFORMATION SHOWN IS DERIVED FROM SURVEY CONDUCTED BY MEAD & HUNT, OCTOBER 20TH, 2021. CONTOUR INTERVALS SHOWN ARE 1'.
 3. BENCHMARK SOUTHEAST FLANGE BOLT OF MONUMENT LOCATED 11.200 EAST OF THE INTERSECTION OF 15TH AVENUE NORTH AND 57TH STREET NORTH ON THE NORTH SIDE OF 15TH AVENUE NORTH. ELEVATION = 897.79 (NAD83)

EXISTING EASEMENT PER DEC. NO. 108360 (TO BE VACATED WITH RECORDING OF THIS DOCUMENT)

CITY OF FARGO PLANNING COMMISSION APPROVAL
 Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

Miranda R. Tress
 Planning Commission Chair
 State of North Dakota
 County of Cass
 On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared Miranda R. Tress, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

FARGO CITY COMMISSION APPROVAL
 Approved by the Board of Commissioners and Ordinance filed this _____ day of _____, 20____.

Timothy J. Mahoney
 Mayor
 State of North Dakota
 County of Cass
 On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL
 Approved by the City Engineer this _____ day of _____, 20____.

Tom Veldhouse, P.E.
 City Engineer
 State of North Dakota
 County of Cass
 On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared Tom Veldhouse, P.E., City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

MEAD & HUNT
 Notary Public
 State of North Dakota
 County of Cass
 On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared Tom Veldhouse, P.E., City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

MEAD & HUNT
 Notary Public
 State of North Dakota
 County of Cass
 On this _____ day of _____, 20____, before me, a notary public in and for said county, personally appeared Tom Veldhouse, P.E., City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

PROJECT NO. 4550200-25271.01
 SHEET 1 OF 1

**Site Amenities and Project Plan
Veterans Industrial Park Second Addition
September 26, 2025**

Location: The subject property is legally referred to as Lots 1 and 2, Block 1, Veterans Industrial Park Second Addition to the City of Fargo, Cass County, North Dakota, a replat of Lots 5 and 6, Block 1, Veterans Industrial Park Addition.

Details: The project includes two (2) LI, Limited Industrial zoned lots. As approved, the project is intended to be developed as a limited industrial development, pursuant to the LDC.

Right of Way (ROW): No public right-of-way dedications are required as part of Veterans Industrial Park Second Addition.

All applicable requirements of the Veterans Industrial Park Addition Amenities Plan carry through to the Veterans Industrial Park Second Addition.

This Amenities Plan is hereby approved.




Tasha Haug, Executive Director
Homeward Animal Shelter, Inc.
Owner: Lot 2, Block 1 of Veterans Industrial Park Second

10/21/2025
date




Jonathan Youness
Veterans Industrial Park, LLC
Owner: Lot 1, Block 1 of Veterans Industrial Park Second

10/20/25
date



Jonathan Youness, on behalf of Robert Youness
Veterans Industrial Park, LLC
Owner: Lot 1, Block 1 of Veterans Industrial Park Second

10/20/25
date



Jonathan Youness, on behalf of Brenda Youness
Veterans Industrial Park, LLC
Owner: Lot 1, Block 1 of Veterans Industrial Park Second

10/20/25
date



Tom Knakmuhs, City Engineer

10/29/25
date

**Site Amenities and Project Plan
Veterans Industrial Park
September 26, 2025**

Amendment #1

A portion of the "Flood Protection" section of the original amenities plan, dated June 26, 2023, for the Veterans Industrial Park Addition shall be amended as specified below.

Removal of the following requirement:

Included within the Floodproofing Construction Requirements is the requirement of a primary flood protection line required to be constructed to FEMA's Base Flood Elevation (BFE) plus 4-feet. The developer has opted to elevated all structures (primary or non-primary) within this subdivision to an elevation equivalent to the BFE plus 4-feet, which is an elevation of 899.0 (NAVD88). All building permits and site plan submittals shall include this information for the required structure elevations.

Replace with the following requirement:

All structures (primary and/or non-primary) within this subdivision shall, at a minimum, be built to an elevation equivalent to FEMA's Base Flood Elevation (BFE) plus 2-feet, which is an elevation of 897.0 (NAVD88). All building permits and site plan submittals shall include this information for the required structure elevations.

All other requirements of the Veterans Industrial Park Addition Amenities Plan shall remain.

Veterans Industrial Park Addition Amenities Plan – Amendment #1 is hereby approved:


Jonathan Youness, EagleRidge Development, LLC

11/24/25
date


Tom Knakmuhs, City Engineer

10/29/25
date



28

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City Commissioners

From: Assistant Chief Travis Stefonowicz

Date: December 4, 2025

RE: Fargo Regional Training Center (FRTC) Lease Agreement Between the City of Fargo and the Office of the Adjutant General

Dear Commissioners,

The attached lease agreement between the City of Fargo and the Office of the Adjutant General is submitted for City Commission approval and execution by the Mayor. The agreement pertains to the Fargo Regional Training Center, a law enforcement training facility owned by the City and situated on land owned by the State of North Dakota. Approval will formalize continued use of the site under the terms outlined in the lease.

Sincerely,

Travis Stefonowicz
Assistant Chief of Police

1. PARTIES

The parties to this lease (Lease) are the state of North Dakota, acting through its Office of the Adjutant General (STATE), and the City of Fargo, North Dakota, a municipality of the State of North Dakota (CITY).

2. SCOPE OF LEASE

STATE, in consideration of the covenants to be performed by CITY, hereby leases to CITY the following described premises (Premises) situated in the city of Fargo, county of Cass and state of North Dakota:

The parcel of land (Premises) described in Exhibit A to this Lease, for the purpose of operating and maintaining the Fargo Regional Law Enforcement Training Center (Facility).

The Facility was constructed by CITY and is located on the Premises. This Lease address use of the Premises with STATE as the owner and the Facility with CITY as the owner. CITY has previously accepted the Premises in as-is condition, and such acceptance remains in effect under this Lease.

3. TERM OF LEASE

The term of this Lease (Term or Initial Term) is for a period of ten (10) years, commencing on December 29, 2025, and terminating on December 28, 2035. The Parties may renew this Lease in writing upon satisfactory completion of the Initial Term under the same terms and conditions for a period of ten (10) years each (Renewal Term).

4. COVENANTS

CITY covenants that for the Term of this Lease, including any Renewal Terms, and in exchange for STATE's granting permission for CITY to locate the Facility on the Premises, STATE shall have access to use the Facility for the benefit of STATE's state-employee Security Forces security guards.

5. FACILITY USE

CITY shall retain full ownership of all structures and improvements of and for the purposes of maintaining and operating the Facility. Use of the Facility is limited to law enforcement and public safety training purposes, including use of the Facility's firing range. Any additional use must be authorized in writing by STATE and must comply with City of Fargo zoning requirements.

6. PRIORITY USE AND SCHEDULING

CITY retains sole authority over all scheduling related to the use of the Facility, including but not limited to the firing range. CITY functions and training have priority for scheduling. Subject to scheduling availability, STATE security guard employees as identified in Section 4 of this Lease will have unlimited use of the Facility at no cost or consideration for such use.

7. OBLIGATIONS OF STATE (INCLUDING NDANG)

- a. Provide CITY with unrestricted ingress and egress to and from the Premises and the Facility.
- b. Coordinate scheduling of Facility use with CITY.
- c. Submit a quarterly report to CITY outlining the dates and duration of Facility use, purpose for training conduct, and number of personnel involved.
- d. Not duplicate Facility keys or grant Facility access to any unauthorized users.
- e. Be solely responsible for conducting appropriate vetting and background investigations of its members accessing the Facility, to ensure that no individual prohibited by law from possessing or using a firearm is permitted access to the Facility.
- f. Maintain the cleanliness of the Facility when used by STATE individuals, including policing brass and used targets in the range, vacuuming, cleaning restrooms, and disposing of all debris in the appropriate waste receptacle.
- g. Ensure all individuals authorized to access the Facility comply with all applicable federal, state, county, and city laws and regulations that govern access and use to the Premises and Facility.

8. OBLIGATIONS OF CITY

- a. Keep the Premises in reasonable condition the same as at the commencement of the Term, including any Renewal, except for reasonable use and wear, or damage by fire and unavoidable casualty.
- b. Prohibit any unlawful, improper, or offensive use of the Premises, and observe all the laws of the State of North Dakota and the ordinances of the city of Fargo in force from time to time relating to the leased Premises.
- c. Permit STATE at all reasonable times to enter and examine the Premises and to make necessary repairs for the protection of the Premises.
- d. Maintain a key log of those STATE individuals to whom CITY issues a key (or keys) to the Facility.
- e. Keep the Facility exterior and interior clean and free of debris. All debris and other waste that may accumulate will be disposed of using the appropriate waste receptacle within the Facility and the appropriate exterior waste receptacle, whichever applicable.
- f. Maintain at its sole expense and assume responsibility for general maintenance and upkeep of the Facility and equipment therein, including system servicing, janitorial work, and general maintenance repairs to the Facility.
- g. Pay all utility expenses, including water, electrical, communications, and waste disposal, related to the Facility.

- h. Conduct all exterior ground's maintenance, at its sole expense, including lawn care and landscaping; snow removal for ingress, egress, parking areas; and parking lot maintenance and repairs.
- i. Surrender the Premises to STATE at the end of the Term, including any Renewal; and, if terminated for cause by STATE, to surrender the Premises upon demand by STATE.

9. TERMINATION, DISPOSITION, AND RESTORATION

a. Termination for Lack of Authority.

STATE has no obligation under this Lease for the Term, including any Renewal, and may terminate the Lease if the North Dakota Legislative Assembly directs STATE to utilize the Premises in a manner inconsistent with this Lease. STATE, without any liability, may terminate this Lease with proper notice to CITY if Legislative, Executive, or Federal government guidance deems necessary, and STATE, in its sole discretion, determines such necessity. Proper notice to CITY means one-hundred eighty (180) days' written notice unless STATE is directed otherwise by Legislative or Federal government directive to terminate under different time conditions. If the latter should occur, STATE will provide as much notice to CITY as is practicable under the directive.

b. Termination for Cause.

Either party may terminate this Agreement in the event of a material breach by the other Party, provided that written notice of the breach is given and the breaching Party is afforded thirty (30) days to cure, or such other time period that may be agreed by the Parties. If the breach is not cured within the specified period, the Lease may be terminated upon written notice.

c. Termination for Convenience.

Either party may terminate this Lease for convenience by providing at least one hundred eighty (180) days' written notice to the other Party. Termination under this section may be based on substantial justification, including but not limited to: unforeseen facility maintenance costs, operational infeasibility, or budgetary constraints.

d. Disposition of Facility.

Upon any notice of termination, CITY and STATE shall engage in good faith negotiations regarding the sale or transfer of ownership of the Facility from CITY to STATE. If no agreement is reached by the effective date of termination, CITY shall remove the Facility within one hundred twenty (120) days following the termination date, unless otherwise mutually agreed in writing, including extensions to accommodate ongoing negotiations.

e. Restoration of Premises.

Following termination, CITY shall restore the Premises to a condition substantially similar to the condition present at the commencement of the use of the Premises by CITY and acceptable to STATE, accounting for ordinary wear and tear, any mutually agreed-upon improvements, or damage by fire and unavoidable casualty, or the existence of the Facility on the Premises if ownership is transferred from CITY to STATE under Section 8.d. of this Lease.

10. TERMINATION OF LEASE IN THE EVENT OF DESTRUCTION OF PREMISES

If the Premises and/or FACILITY are destroyed or damaged by fire or the elements (Event) to the extent either becomes unusable, this Lease will terminate immediately

11. MERGER, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Lease with the following documents constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Lease. This Lease may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties. In the event of conflict between this Lease and the documents, the terms and conditions of this Lease shall control.

- a. This Lease as may be amended;
- b. Previous Lease entered between the Parties concerning the Premises and the Facility.

12. SEVERABILITY

If any term of this Lease is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Lease did not contain the illegal or unenforceable term.

13. ASSIGNMENT – SALE OF PREMISES

- a. CITY shall not assign or sublease this Lease, in whole or in part, without STATE'S written consent. STATE shall not assign this Lease without prior written consent of CITY, unless required by government directive by the North Dakota Legislative Assembly or the federal government.
- b. This Lease does not terminate if the Premises are sold but continues throughout the then current Term, or current Renewal.

14. NOTICE

All notices or other communications required under this Lease must be given by registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses:

| CITY | STATE |
|------------------|--------------------------------------|
| Name | Name: Lt Col Jason Olheiser |
| Title | Title: CES Commander |
| Address | Address: 1400 32 nd Ave N |
| City, State, Zip | City, State, Zip: Fargo, ND 58102 |

Notice provided under this provision does not meet the notice requirements for monetary claims against STATE found at N.D.C.C. § 32-12.2-04.

15. APPLICABLE LAW AND VENUE

This Lease is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Lease must be adjudicated exclusively in the state District Court of Cass County, North Dakota. Each Party consents to the exclusive jurisdiction of this Court and waives any claim of lack of jurisdiction or *forum non conveniens*.

16. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By entering this Lease, STATE does not agree to binding arbitration, mediation, or any other form of **mandatory** Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

17. SPOLIATION – PRESERVATION OF EVIDENCE

The Parties shall notify each other promptly of all potential claims that arise from or result from this Lease. Each Party shall take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and shall grant to the other Party the opportunity to review and inspect such evidence, including the scene of an accident.

18. INDEMNIFICATION

STATE and CITY each agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees that may in any manner result from or arise out of this Lease.

19. LIABILITY

STATE is the State of North Dakota and therefore is self-insured for liability coverage through the State of North Dakota Risk Management Fund pursuant to N.D.C.C. ch. 32-12.2. The Risk Management Fund carries equivalent minimum limits of \$1,000,000 per occurrence. STATE will provide a Certificate of Financial Responsibility upon CITY'S request.

STATE'S NDANG personnel in a federal duty status are part of the United States Air Force and, as such, liability for injury, death, or property damage caused by STATE'S NDANG personnel


acting within the scope of the official duties is pursuant to the Federal Torts Claim Act (28 U.S.C. §§ 1346(b), 2671-2680).

20. COUNTERPARTS

This Lease may be executed in multiple, identical counterparts, each of which is to be deemed an original, and all of which taken together constitute one and the same lease.

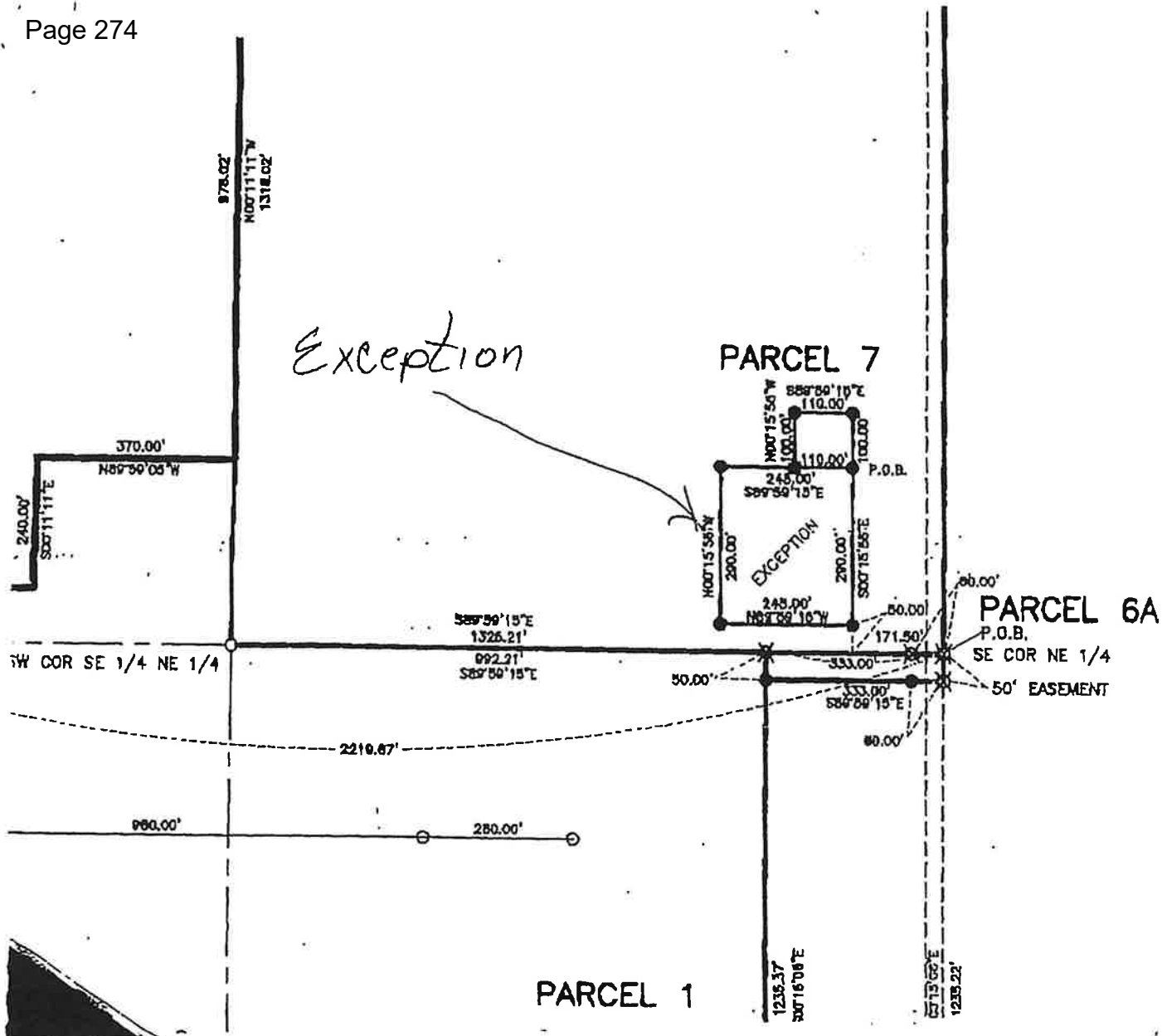
21. EFFECTIVENESS OF LEASE

This Lease is not binding until executed by the Parties.

| | |
|---|--|
| CITY OF FARGO a NORTH DAKOTA municipal corporation | STATE OF NORTH DAKOTA acting through its OFFICE OF THE ADJUTANT GENERAL |
| By: | By:  |
| Dr. Timothy J. Mahoney | Mitchell R. Johnson |
| Mayor | Brigadier General, NDANG |
| Date: | Date: <i>Nov 25, 2025</i> |

Attest:

_____, City Auditor



Land description: Commencing at the southeast corner of the northwest quarter; thence north 89 degrees 59 minutes 15 seconds west; along the south line of said northeast quarter 171.50 feet; thence north 00 degrees 15 minutes 56 seconds west 50.00 feet, to the point of beginning; thence north 89 degrees 59 minutes 15 seconds west, 245.00 feet, thence north 00 degrees 15 minutes 56 seconds west, parallel with the east line of said northeast quarter 290.00 feet; thence south 89 degrees 59 minutes 15 seconds east, parallel with the south line of said northeast quarter 245.00 feet; thence south 00 degrees 15 minutes 56 seconds east, parallel with the east line of the northeast quarter 290.00 feet to the point of beginning.

EXHIBIT A



**PUBLIC
WORKS**

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

December 3, 2025

(29)

The Honorable Board of City commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: Emergency Vehicle Squad Setups RFP25293

Commissioners:

On November 10, 2025, request for proposals were received for Emergency Vehicle Squad Setups. Two proposal were submitted by two separate vendors.

The results are as follows:

| <u>Firm</u> | <u>Evaluated Price</u> |
|-----------------------|------------------------|
| Code 4 Services | \$65,949.07 |
| Guardian Fleet Safety | \$66,732.24 |

The review committee consisting of Assistant Police Chief Travis Stefonowicz, Tom Ganje, Sara Fix and Bridgitte Geyer, determined that Code 4 Services and Guardian Fleet Safety meet all the required specifications. Code 4 Services had the lowest cost evaluation for overall parts and labor. Our recommendation is to award Code 4 Services as the primary vendor with an emergency option to utilize Guardian Fleet Safety. Funding for this project has been included in the 2025 Central Garage operational budget.

SUGGESTED MOTION:

Approve the recommendation to use Code 4 Services as the primary vendor with Guardian Fleet Safety as the emergency vendor for future police squad setups. This will be a three-year contract award with the option for two additional years.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

Percentage Below MSRP

| Code 4 Services |
|------------------------|
| 35.00% Sound off |
| 24.00% Setina |
| 24.00% Troy Products |
| 26.00% Havis |
| 26.00% Gamber Johnson |
| 20.00% Pro Guard |
| 35.00% Whelen |

| Guardian Fleet Safety |
|------------------------------|
| 47.00% Sound off |
| 26.00% Setina |
| 31.00% Troy Products |
| 31.00% Havis |
| 41.00% Gamber Johnson |
| 21.00% Progaurd |
| 43.00% Whelen |

Full prices were determined off 2025 invoices

P059 PIU

| Part Number | Full Price before discount | Code 4 Services | Guardian Fleet Safety |
|--|-----------------------------------|------------------------|------------------------------|
| HAV C-VS-1400-INUT-1 | \$420.32 | \$311.04 | \$290.02 |
| HAV CUP2-1001 | \$68.11 | \$50.40 | \$46.99 |
| HAV CUP2-1005 | \$33.08 | \$24.48 | \$22.83 |
| HAV C-SM-800 | \$186.81 | \$138.24 | \$128.90 |
| HAV C-AP-0325-1 | \$51.57 | \$38.16 | \$35.58 |
| HAV C-HDM-204 | \$230.59 | \$170.64 | \$159.11 |
| HAV C-MD-119 | \$368.76 | \$272.88 | \$254.44 |
| HAV C-ADP-110 | \$41.84 | \$30.96 | \$28.87 |
| HAV C-ARM-108 | \$250.05 | \$185.04 | \$172.54 |
| HAV C-PM-1001 | \$163.46 | \$120.96 | \$112.79 |
| HAV C-MCB | \$19.46 | \$14.40 | \$13.43 |
| SET TPO DOOR | \$339.00 | \$257.64 | \$250.86 |
| SET WB VS STEEL | \$329.00 | \$250.04 | \$243.46 |
| SET PB450L4VS | \$1,179.00 | \$896.04 | \$872.46 |
| SET FPIUSEATBARRI... | \$1,759.00 | \$1,336.84 | \$1,301.66 |
| SET RECESRFTRTRA | \$449.00 | \$341.24 | \$332.26 |
| WHE LIBERTYIIDUOX | \$6,454.00 | \$4,195.10 | \$3,678.78 |
| WHE IJ500ST | \$276.00 | \$179.40 | \$157.32 |
| WHE SMOKELENS | \$80.25 | \$52.16 | \$45.74 |
| WHE IONBKT5 | \$19.54 | \$12.70 | \$11.14 |
| WHE 12D | \$201.25 | \$130.81 | \$114.71 |
| WHE VTX609B | \$140.68 | \$91.44 | \$80.19 |
| WHE VTX609R | \$140.68 | \$91.44 | \$80.19 |
| WHE VTXADAPT | \$15.63 | \$10.16 | \$8.91 |
| WHE TLMIB | \$154.35 | \$100.33 | \$87.98 |
| WHE TLMIR | \$154.35 | \$100.33 | \$87.98 |
| PRO SS0009 | \$231.00 | \$184.80 | \$182.49 |
| TOTAL | \$13,756.78 | \$9,587.67 | \$8,801.62 |
| Upfit Labor | | \$3,795.00 | \$4,640.00 |
| Decommission old PIU | | \$829.40 | \$975.00 |
| <u>Total Discount Parts with Upfit/Decommission</u> | | \$14,212.07 | \$14,416.62 |

P077 PIU

| Part Number | Full Price before discount | Code 4 Services | Guardian Fleet Safety |
|---|-----------------------------------|------------------------|------------------------------|
| HAV C-VS-1400-INUT-1 | \$420.32 | \$311.04 | \$290.02 |
| HAV CUP2-1001 | \$68.11 | \$50.40 | \$46.99 |
| HAV CUP2-1005 | \$33.08 | \$24.48 | \$22.83 |
| HAV C-SM-800 | \$186.81 | \$138.24 | \$128.90 |
| HAV C-AP-0325-1 | \$51.57 | \$38.16 | \$35.58 |
| HAV C-HDM-204 | \$230.59 | \$170.64 | \$159.11 |
| HAV C-MD-119 | \$368.76 | \$272.88 | \$254.44 |
| HAV C-ADP-110 | \$41.84 | \$30.96 | \$28.87 |
| HAV C-ARM-108 | \$250.05 | \$185.04 | \$172.54 |
| HAV C-PM-1001 | \$163.46 | \$120.96 | \$112.79 |
| HAV C MCB | \$19.46 | \$14.40 | \$13.43 |
| SET TPO DOOR | \$339.00 | \$257.64 | \$250.86 |
| SET WB VS STEEL | \$329.00 | \$250.04 | \$243.46 |
| SET PB450L4VS | \$1,179.00 | \$896.04 | \$872.46 |
| SET FULLTPOREPLA | \$1,759.00 | \$1,336.84 | \$1,301.66 |
| SET RECESRETRTRA | \$449.00 | \$341.24 | \$332.26 |
| SET PG7529 | \$29.99 | \$22.79 | \$22.19 |
| WHE LIBERTYIDUOX | \$6,454.00 | \$4,195.10 | \$3,678.78 |
| WHE IJ500ST | \$276.00 | \$179.40 | \$157.32 |
| WHE SMOKEKENS | \$80.25 | \$52.16 | \$45.74 |
| WHE IONBKT5 | \$19.54 | \$12.70 | \$11.14 |
| WHE 12D | \$201.25 | \$130.81 | \$114.71 |
| WHE 12E | \$201.25 | \$130.81 | \$114.71 |
| WHE VTX609B | \$140.68 | \$91.44 | \$80.19 |
| WHE VTX609R | \$140.68 | \$91.44 | \$80.19 |
| WHE VTXADAPT | \$15.63 | \$10.16 | \$8.91 |
| WHE TLMIB | \$154.35 | \$100.33 | \$87.98 |
| WHE TLMIR | \$154.35 | \$100.33 | \$87.98 |
| PRO SS0009 | \$231.00 | \$184.80 | \$182.49 |
| TOTAL | \$13,988.01 | \$9,741.27 | \$8,938.52 |
| Upfit Labor | | \$3,795.00 | \$4,640.00 |
| Decommission old PIU | | \$829.40 | \$975.00 |
| Total Discount Parts with Upfit/Decommission | | \$14,365.67 | \$14,553.52 |

P097 PIU

| Part Number | Full Price before discount | Code 4 Services | Guardian Fleet Safety |
|---|-----------------------------------|------------------------|------------------------------|
| HAV C-VS-1400-INUT-1 | \$407.68 | \$301.68 | \$281.30 |
| HAV CUP2-1001 | \$65.19 | \$48.24 | \$44.98 |
| HAV CUP2-1005 | \$32.11 | \$23.76 | \$22.15 |
| HAV C-SM-800 | \$180.97 | \$133.92 | \$124.87 |
| HAV C-AP-0325-1 | \$49.62 | \$36.72 | \$34.24 |
| HAV C-HDM-204 | \$223.78 | \$165.60 | \$154.41 |
| HAV C-MD-119 | \$357.08 | \$264.24 | \$246.39 |
| HAV C-ADP-110 | \$39.89 | \$29.52 | \$27.53 |
| HAV C-ARM-108 | \$242.27 | \$179.28 | \$167.17 |
| HAV C-PM-1001 | \$157.85 | \$116.81 | \$108.92 |
| HAV C-MCB | \$18.49 | \$13.68 | \$12.76 |
| SET TPO DOOR | \$329.00 | \$250.04 | \$243.46 |
| SET WB VS STEEL | \$329.00 | \$250.04 | \$243.46 |
| SET PB450L4VS | \$1,149.00 | \$873.24 | \$850.26 |
| SET FPIUSEATBARRI | \$1,649.00 | \$1,253.24 | \$1,220.26 |
| SET RECESRETRTRA | \$449.00 | \$341.24 | \$332.26 |
| WHE LIBERTYIIDUOX | \$6,454.00 | \$4,195.10 | \$3,678.78 |
| WHEIJ500ST | \$276.00 | \$179.40 | \$157.32 |
| WHE SMOKELENS | \$80.25 | \$52.16 | \$45.74 |
| WHE IONBKT5 | \$39.08 | \$25.40 | \$22.27 |
| WHE 12D | \$201.25 | \$130.81 | \$114.71 |
| WHE 12E | \$201.25 | \$130.81 | \$114.71 |
| WHE VTX609B | \$140.68 | \$91.44 | \$80.19 |
| WHE VTX609R | \$140.68 | \$91.44 | \$80.19 |
| WHE VTXADAPT | \$15.63 | \$10.16 | \$8.91 |
| WHE TLMIB | \$154.35 | \$100.33 | \$87.98 |
| WHE TLMIR | \$154.35 | \$100.33 | \$87.98 |
| PRO SS0009 | \$231.00 | \$184.80 | \$182.49 |
| TOTAL | \$13,768.44 | \$9,573.43 | \$8,775.67 |
| | | | |
| Upfit Labor | | \$3,795.00 | \$4,640.00 |
| Decommission old PIU | | \$829.40 | \$975.00 |
| | | | |
| Total Discount Parts with Upfit/Decommission | | \$14,197.83 | \$14,390.67 |

P071 Expedition

| Part Number | Full Price before discount | Code 4 Services | Guardian Fleet Safety |
|--|-----------------------------------|------------------------|------------------------------|
| WHE LIBERTYIIDUOX | \$6,454.00 | \$4,195.10 | \$3,678.78 |
| WHE IJ500ST | \$276.00 | \$179.40 | \$157.32 |
| WHE SMOKELENS | \$80.25 | \$52.16 | \$45.74 |
| WHE I2D | \$201.25 | \$130.81 | \$114.71 |
| WHE12E | \$201.25 | \$130.81 | \$114.71 |
| WHE IONBKT1 | \$43.97 | \$28.58 | \$25.06 |
| WHE ARGES2 | \$890.95 | \$579.12 | \$507.84 |
| WHE ARG48D | \$113.32 | \$73.66 | \$64.59 |
| WHE ARGCH2 | \$343.88 | \$223.52 | \$196.01 |
| WHE AVW22DD | \$474.78 | \$308.61 | \$270.63 |
| WHE AVW22EE | \$474.78 | \$308.61 | \$270.63 |
| WHEVTX609B | \$140.68 | \$91.44 | \$80.19 |
| WHE VTX609R | \$140.68 | \$91.44 | \$80.19 |
| WHE IONB | \$173.89 | \$113.03 | \$99.12 |
| WHE IONR | \$173.89 | \$113.03 | \$99.12 |
| WHE IONC | \$173.89 | \$113.03 | \$99.12 |
| WHE CANBUSCABLE | \$6.55 | \$4.26 | \$3.74 |
| HAV C-EB40-CCS-1P | \$41.11 | \$30.42 | \$28.36 |
| HAV C-TMW-F150-03 | \$213.08 | \$157.68 | \$147.03 |
| HAV C-FP-4 | \$15.81 | \$11.70 | \$10.91 |
| SET PB450L4VS | \$1,149.00 | \$873.24 | \$850.26 |
| SET RECESRETRTRA | \$449.00 | \$341.24 | \$332.26 |
| SET WB VS STEEL | \$329.00 | \$250.04 | \$243.46 |
| SET DP VS-ALUM | \$239.00 | \$181.64 | \$176.86 |
| TRO MISC | \$2,296.07 | \$1,745.01 | \$1,584.29 |
| TRO MISC | \$194.21 | \$147.60 | \$134.01 |
| PRO SS0002 | \$231.00 | \$184.80 | \$182.49 |
| TOTAL | \$15,521.29 | \$10,659.98 | \$9,597.41 |
| Upfit Labor | | \$4,025.00 | \$4,640.00 |
| Decommission old PIU | | \$829.40 | \$975.00 |
| <u>Total Discount Parts with Upfit/Decommission</u> | | \$15,514.38 | \$15,212.41 |

P067 Expedition

| Part Number | Full Price before discount | Code 4 Services | Guardian Fleet Safety |
|--|-----------------------------------|------------------------|------------------------------|
| WHE TCRWX6 | \$1,332.52 | \$866.14 | \$759.54 |
| WHE TCRB47 | \$107.46 | \$69.85 | \$61.25 |
| WHE CCPKT | \$221.77 | \$144.15 | \$126.41 |
| SET PB450L4VS | \$1,149.00 | \$873.24 | \$850.26 |
| WHEIONBKT1 | \$43.97 | \$28.58 | \$25.06 |
| WHE IONR | \$173.89 | \$113.03 | \$99.12 |
| WHE IONB | \$173.89 | \$113.03 | \$99.12 |
| WHE SA315P | \$338.15 | \$219.80 | \$192.75 |
| WHE IONC | \$173.89 | \$113.03 | \$99.12 |
| WHE 12D | \$201.25 | \$130.81 | \$114.71 |
| WHE 12E | \$201.25 | \$130.81 | \$114.71 |
| WHE CANBUSCABLE | \$3.46 | \$2.25 | \$1.97 |
| TOTAL | \$4,120.51 | \$2,804.72 | \$2,544.02 |
| Upfit Labor | | \$4,025.00 | \$4,640.00 |
| Decommission old PIU | | \$829.40 | \$975.00 |
| <u>Total Discount Parts with Upfit/Decommission</u> | | \$7,659.12 | \$8,159.02 |

2025 Emergency Vehicle Squad Set Up
RFP25293
12/3/2025

| | Code 4 Services | Guardian Fleet Safety |
|---|------------------------|------------------------------|
| Total Upfit Labor | \$19,435.00 | \$23,200.00 |
| Total Decommission Cost | \$4,147.00 | \$4,875.00 |
| Total Price of Parts with Discount | <u>\$42,367.07</u> | <u>\$38,657.24</u> |
| Total Price | \$65,949.07 | \$66,732.24 |

(30)

UTILITY COMMITTEE

Project No. SW 23-04

Type: Negative Final Balancing Change Order

Location: Solid Waste Division – Landfill

Date of Hearing: 12/3/25

| Routing | Date |
|-----------------|--|
| City Commission | 12/8/25 |
| Project File | SW 23-04 Cell 21 Waste Excavation & Construction |

Scott Olson, Solid Waste Utility Director, presented the attached memo to the Utility Committee which details the negative Final Balancing Change Order (FBCO) for project SW 23-04 – Cell 21 Waste Excavation & Construction project.

The FBCO reconciles the estimated quantities used in the contract with the final quantities as measured and surveyed in the field. Final adjustments to associated bid items are attached to this memo.

With approval of this negative FBCO the final contract amounts are as follows:

| Contractor | Original Contract Amount | Change Order Amount | Final Contract Amount |
|-----------------------------|--------------------------|---------------------|------------------------|
| Excavating, Inc. | \$ 6,165,624.20 | | |
| Previously Approved CO #1-3 | | \$ 1,202,267.72 | |
| CO #4 - FBCO | | \$ (256,733.51) | |
| | | Total | \$ 7,111,158.41 |

The Cell 21 project is funded through the North Dakota Clean Water SRF (CWSRF) Program, project 380715-11.

MOTION:

On a motion by Ben Dow, seconded by Nathan Boerboom, the Utility Committee voted to approve the negative Final Balancing Change Order for project SW 23-04 reducing the final contract price by \$265,733.51.

| COMMITTEE: | Present | Yes | No | Unanimous |
|---|---------|-----|-------------------|-----------|
| Denise Kolpack, City Commissioner | X | X | | X |
| Brenda Derrig, Assistant City Administrator | X | X | | |
| Thomas Knakmuhs, City Engineer | X | X | (Nathan Boerboom) | |
| Susan Thompson, City Finance Director | X | X | (Jamie Bullock) | |
| Bruce Grubb, City Administration | X | X | | |
| Brian Ward, Water Plant Supt. | X | X | | |
| Mark Miller, Wastewater Plant Supt. | X | X | | |
| Scott Liudahl, City Forester | X | X | | |
| James Hausauer, Wastewater Util. Director | X | X | | |
| Troy Hall, Water Utility Director | X | X | | |
| Ben Dow, Public Works Operations Director | X | X | | |
| Scott Olson, Solid Waste Utility Director | X | X | | |
| Daniel Portlock, Water Utility Engineer | X | X | | |

ATTEST:



Scott Olson, PE
Solid Waste Utility Director

C: Tim Mahoney, Mayor
Commissioner Turnberg
Commissioner Piepkorn
Commissioner Strand

To: Utility Committee
From: Scott Olson, Solid Waste Utility Director
Date: December 4, 2025
Subject: Project SW 23-04 – Cell 21 Waste Excavation and Construction Change Order 4 – Final Balancing Change Order

On October 2, 2023, the Commission approved the award of the Cell 21 Waste Excavation and Construction Project SW 23-04 to Excavating Inc. in the amount of **\$6,165,624.20**.

| Contract | Contractor | Substantial Completion Date | New Contract Amount |
|-----------------------------------|-----------------|-----------------------------|-----------------------|
| Cell 21 Waste Exc. & Construction | Excavating Inc. | June 19, 2025 | \$6,165,624.20 |

The following table shows the cost for the proposed change orders and associated change in the substantial completion date during this approval period (monthly):

| Change Orders | Change Order Amounts | Change in Sub. Completion Date | Current Contract Amount |
|-------------------|----------------------|--------------------------------|-------------------------|
| Change Orders 1-3 | \$1,202,267.72 | 304 Days | |
| | | Total | \$7,367,891.92 |

Attached is the Final Balancing Change Order (FBCO) showing a decrease in the contract amount of \$256,733.41. The FBCO reconciles the estimated quantities used in the original contract with the final quantities as measured and surveyed during and after construction.

Following this Final Balancing Change Order (FBCO) the final contract amounts are as follows

| Contractor | Current Contract Amount | Change Order Amount | Final Contract Amount |
|-----------------|-------------------------|-----------------------|-----------------------|
| Excavating Inc. | \$7,367,891.92 | | |
| CO #4 - FBCO | | \$(256,733.51) | |
| | | Total | \$7,111,158.41 |

Project SW 23-04 is funded utilizing the CWSRF Program, project #380715-11.

SUGGESTED MOTION:

Approve the negative Final Balancing Change Order with Excavating, Inc. for project SW 23-04 as described above.

Attachment

cc: Susan Thompson, Finance Director
 Sam Mauch, Stantec
 Dustin Halsne, Landfill Supervisor

Effective Date: 11/24/25
Owner's Contract No.: SW 23-04
Contractor's Project No.:
Engineer's Project No.: 227705930
Contract Name: Cell 21 Waste
Excavation and Construction

Attachments: See the attached "Cell 21 Pay Application Tracking"

| | | | | | |
|--------------|------------------------|-----------|------------------------------|-----------|-----------------------------------|
| RECOMMENDED: | | ACCEPTED: | | ACCEPTED: | |
| By: | <u>Samuel March</u> | By: | <u>[Signature]</u> | By: | <u>[Signature]</u> |
| | Engineer (if required) | | Owner (Authorized Signature) | | Contractor (Authorized Signature) |
| Title: | <u>Project Manager</u> | Title: | <u></u> | Title: | <u>Estimator/Project Manager</u> |
| Date: | <u>11/24/2025</u> | Date: | <u></u> | Date: | <u>November 25, 2025</u> |

By: _____ Date: _____
Title: _____

[illegible]

December 8, 2025

31

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

Commissioners:

The current agreement between the City of Fargo and First Transit, Inc. (a/k/a/Transdev U.S.) expires on December 31, 2025. The City of Fargo is changing how the it provides transit services by directly employing necessary personnel. The City and First Transit (a/k/a/Transdev U.S.), the current contractor jointly agreed that the service transition would best be accomplished prior to the end of the existing agreement.

The City of Fargo legal department has reviewed and approved the attached amendment to the existing agreement between the City of Fargo and First Transit, Inc. (a/k/a/Transdev U.S.).

RECOMMENDED MOTION: Approve Amendment #4 to the agreement with Transdev to terminate on December 21, 2025.

Respectfully,



Julie Bommelman
City of Fargo Transit Director
476-6737

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN CITY OF FARGO
AND FIRST TRANSIT, INC. (a/k/a Transdev U.S.)**

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement between the City of Fargo and First Transit, Inc. to provide City with management, supervisory and operational services for its fixed route and paratransit systems; and

WHEREAS, on October 28, 2024, effective January 1, 2025, City and Contractor extended the Agreement as provided by Article 11, through and including to December 31, 2025; and

WHEREAS, City intends to change the manner by which it provides transit services by directly employing necessary personnel; and

WHEREAS, City and Contractor jointly agree that the service transition would best be accomplished prior to the end of the extended agreement.

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

1. The Agreement, extended by Amendment No. 3, shall terminate on December 21, 2025.
2. Contractor agrees to provide all necessary notices of termination, including termination of the Collective Bargaining Agreement, in a timely and orderly fashion.
3. Contractor agrees to provide Contractor employees with information regarding employment opportunities with the City, in coordination with City.
4. City shall pay the agreed rate for services rendered up to the date of termination.
5. Contractor agrees to deliver all records, equipment and materials owned by the City to City on or before December 21, 2025.

Dated this ____ day of _____, 2025.

CITY OF FARGO,
a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

12/1/2025
Dated this ____ day of _____, 2025.

FIRST TRANSIT, INC.

DocuSigned by:
BY: Paul Buharin
7FD83584A735407...
Paul Buharin

SVP Midwest Region
DocuSigned by:
Its: maureen jacobson
D990ABEDF14D46A...
maureen jacobson
VP Finance

REPORT OF ACTION

UTILITY COMMITTEE

(32)

Project No. WA2403

Type: Task Order – Design & Bidding

Location: City-wide Lead Service Line Replacement Project

Date of Hearing: 12/3/2025

| | |
|-----------------|-------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | 12/8/2025 |
| Project File | |

Troy Hall, Water Utility Director, presented the attached task order with Houston Engineering, Inc. (HEI) in amount of \$121,846 for design and bidding of four (4) Lead Service Line Replacement (LSLR) projects to be constructed in 2026. The cost of this task order is cost-share (grant) eligible at 66.5 percent. The local share of 33.5 percent is under an approved Drinking Water State Revolving Fund (DWSRF) loan. There was an early bid that was rejected due to high cost and lack of bidders. The 2026 LSLR construction will be the beginning of an effort to replace over 2,000 lead service lines over the next several years.

MOTION:

On a motion by Ben Dow, seconded by Mark Miller, the Utility Committee voted to approve a Task Order No. 25-03 with Houston Engineering, Inc. in amount of \$121,846.

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

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov**MEMORANDUM**

December 1, 2025

To: Utility Committee

From: Troy B. Hall, Water Utility Director

Re: Houston Engineering Task Order 25-03: Lead Service Line Replacement – Design and Bidding of Phases 2026-1, 2026-2, 2026-3, and 2026-4

Attached is a proposed task order with Houston Engineering, Inc. (HEI) related to our Lead Service Line Replacement (LSLR) project. As you may recall, the first bid was rejected. This task order is not-to-exceed \$121,846 and will be billed as hourly. Loan forgiveness (grant) at 66.5% will be applied to the cost of the task order. The LSLR project is in the budget and Capital Improvement Plan (CIP) for the water utility. This task order is for design and bidding of four (4) bid packages of about 50 Lead Service Lines (LSLs) each. The following is the tentative schedule:

Design and Bidding Schedule Target Dates

| Phase | Advertise Date | Advertise Date | Advertise Date | Bid Opening Date | Notice to Proceed |
|--------|----------------|----------------|----------------|------------------|-------------------|
| 2026-1 | 12/24/2025 | 12/31/2025 | 1/7/2026 | 1/14/2026 | 1/28/2026 |
| 2026-2 | 1/7/2026 | 1/14/2026 | 1/21/2026 | 1/28/2026 | 2/11/2026 |
| 2026-3 | 1/21/2026 | 1/28/2026 | 2/4/2026 | 2/11/2026 | 2/25/2026 |
| 2026-4 | 2/4/2026 | 2/11/2026 | 2/18/2026 | 2/25/2026 | 3/11/2026 |

The schedule above will target about 200 LSLs for construction in the first half of the summer in 2026. We will be targeting the replacement of roughly 400-500 LSLs total in 2026. There are previous task orders with HEI for similar work in which the funding has been fully utilized. There will be at least one task order for 2026 construction services and observation later, but that is not part of this current scope.

Plan of Financing

The task order is eligible for 66.5 percent grant from the DWSRF loan program. The LSLR is in the budget and part of the Capital Improvement Plan (CIP) for water utility.

SUGGESTED MOTION:

Approve Task Order 25-03 with Houston Engineering, Inc. in the amount of \$121,846 to design and bid four (4) bid packages under the Lead Service Line Replacement program for 2026 construction.

Your consideration in this matter is greatly appreciated.

**TASK ORDER AGREEMENT TO
CITY OF FARGO ENTERPRISE UTILITIES SERVICES AGREEMENT**

This is Task Order No. **25-03**,
consisting of **4** pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 (the "Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **November 24, 2025**
- b. Owner: **City of Fargo Enterprise Utilities – Water Utility**
- c. Engineer: **Houston Engineering, Inc.**
- d. Specific Project (title): **Lead Service Line Replacement Program – Design and Bidding for Phases 2026-1, 2026-2, 2026-3, and 2026-4.**
- e. Specific Project (description): **Design and Bidding for Phases 2026-1, 2026-2, 2026-3, and 2026-4.**

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Provide design and bidding for Phases 2026-1, 2026-2, 2026-3, and 2026-4 of the LSLR project in conjunction with the City Water Utility Staff. The full amount of effort for this task is unknown at this time and will be billed at Houston Engineering's hourly rate.

- B. Other Services

None identified.

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

None. Any Additional Services will be under separate Task Order(s) or phases to this task order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Engineer's services shall progress as estimated below:

Task Order 25-03

Design and Bidding Schedule Target Dates

| Phase | Advertise Date | Advertise Date | Advertise Date | Bid Opening Date | Notice to Proceed |
|--------|----------------|----------------|----------------|------------------|-------------------|
| 2026-1 | 12/24/2025 | 12/31/2025 | 1/7/2026 | 1/14/2026 | 1/28/2026 |
| 2026-2 | 1/7/2026 | 1/14/2026 | 1/21/2026 | 1/28/2026 | 2/11/2026 |
| 2026-3 | 1/21/2026 | 1/28/2026 | 2/4/2026 | 2/11/2026 | 2/25/2026 |
| 2026-4 | 2/4/2026 | 2/11/2026 | 2/18/2026 | 2/25/2026 | 3/11/2026 |

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

By the Standard Hourly Rates and Reimbursable Expenses set forth in Exhibit C.

The fees for services under this task order shall not exceed \$121,846 without prior written authorization. Fees for future phases will be discussed with the Water Utility Staff prior to undertaking those phases. Breakdown of task order fees are provided in Attachment No. 1.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Sub-Consultants retained as of the Effective Date of the Task Order: **None**

8. Other Modifications to Agreement and Exhibits: **None**

9. Attachments: **Attachment 1**

10. Other Documents Incorporated by Reference:

Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **November 24, 2025**.

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

Page 2

OWNER: **City of Fargo**

ENGINEER: **Houston Engineering, Inc.**

By: _____

By: 

Name: Troy Hall

Name: Jerry Bents, PE

Title: Water Utility Director

Title: Vice President

Engineer License or Firm's
Certificate No. 015C

State of: North Dakota

Date Signed: _____

Date Signed: 11/25/2025

Address for giving notices:

Address for giving notices:

City of Fargo

Houston Engineering, Inc.

225 4th Street North

1401 21st Avenue North

Fargo, ND 58102

Fargo, ND 58102

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Troy Hall

Randy Engelstad

Title: Water Utility Director

Title: Client Manager

Phone Number: 701-241-1469

Phone Number: 701-237-5065

Facsimile Number: _____

Facsimile Number: _____

E-Mail
Address: thall@fargond.gov

E-Mail
Address: rengelstad@houstoneng.com

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

DESIGNATED REPRESENTATIVE

(Paragraph 8.03.A):

Dan Korf

Title: Project Manager

Phone Number: 701-237-5065

Facsimile Number:

E-Mail

Address: dkorf@houstoneng.com

This is **EXHIBIT A**, consisting of **2** pages, referred to in and part of the **Task Order No. 25-03 between Owner and Engineer** dated **November 24, 2025**.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Design Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
 3. Identify and follow any State and Federal requirements based off of funding sources – (SRF, AIS, BIL, Etc..)
 4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements.
 5. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
 6. Prepare documents which will, as appropriate, contain design drawings and details for use in construction with project specific specifications that follow City of Fargo specifications and include specifications required for the water service replacements not covered by the City specifications, prepare cost estimate tabulation of items that would be considered construction costs for different site conditions.
- a. Work in progress (addendums, urgent repair assistance, etc.)**
 - b. Design Re-bid Phases (2026-1 and 2026-2)**
 - c. Pre-Bid Meetings and Bidding (2026-1)**
 - d. Pre-Bid Meetings and Bidding (2026-2)**
 - e. Design Phase (2026-3)**
 - f. Design Phase (2026-4)**

g. Pre-Bid Meetings and Bidding (2026-3)

h. Pre-Bid Meetings and Bidding (2026-4)

i. Potential Addenda (TBD - Not Included)

7. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 8. Pursuant to the Task Order schedule, furnish the required number of review copies of the deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
- B. Engineer's services under the Design Phase will be considered complete on the date when Engineer has delivered to Owner the final plans and specifications to be used for the construction of the water line replacement project and assisted with bidding **(not including addenda)**.

A1.02 *Not Used*

PART 2—ADDITIONAL SERVICES – Not used. Any additional services will be by separate Task Order.

REPORT OF ACTION

UTILITY COMMITTEE

(33)

Project No. N/A

Type: Resolution for Hauled Liquid Waste Charges

Location: Fargo/Regional Water Reclamation Facility

Date of Hearing: 12-3-2025

| <u>Routing</u> | <u>Date</u> |
|-----------------|------------------|
| City Commission | <u>12-8-2025</u> |
| Project File | _____ |

Jim Hausauer, Water Reclamation Utility Director, presented the attached Resolution for Prescribing Rates and Charges for Hauled Liquid Waste. Currently the Water Reclamation Facility (WRF) receives and treats hauled liquid waste from permitted haulers that dispose a variety of waste that includes landfill leachate, septic tanks, carpet cleaners, grease and sand traps. The treatment of such wastes do not generate a great deal of revenue, generally ~\$250-\$350,000 a year. The acceptance of hauled waste is more of a public service in providing a dumpsite rather than having random illegal dumping in manholes, storm sewers or on private property.

To allow haulers to dispose at the WRF, a permit is issued for a \$250 fee, and a volumetric rate of \$70/1000 gallons disposed is charged to the haulers. These fees were last increased in 2019. This service requires random testing, billing, permitting, cleaning and operator assistance as well as wear on infrastructure. To help cover these costs, the Water Reclamation Utility is recommending to increase to the hauled liquid waste volumetric rate from \$70 to \$90/1000 gallons.

The City reserves the right to change the rates for the use and availability of sewerage service, and shall be established by the Board of City Commissioners by resolution. The Fargo Municipal Code, provides that the Board of City Commissioners may establish rates and charges, which shall be payable by applicants for permits for hauling of liquid waste upon their disposal into the city of Fargo Water Reclamation Facility.

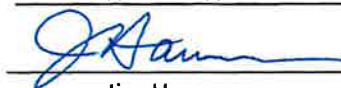
On a motion by Brian Ward, seconded by Troy Hall, the Utility Committee voted to approve the Resolution Prescribing Rates and Charges for Hauled Liquid Waste Disposal.

Recommended Motion

Concur with the Utility Committee recommendation to approve the Resolution Prescribing Rates and Charges for Hauled Liquid Waste Disposal.

| COMMITTEE: | Present | Yes | No | Unanimous | X |
|--|---------|-----|--------------------|-----------|-------|
| | | | | | X |
| | | | | | Proxy |
| Denise Kolpack, City Commissioner | X | X | | | |
| Susan Thompson, Director of Finance | X | X | J. Bullock - Proxy | | |
| Brian Ward, Water Plant Superintendent | X | X | | | |
| Mark Miller, Water Reclamation Plant Supt. | X | X | | | |
| Bruce Grubb, Temp. PT City Administrator | X | X | | | |
| Scott Liudahl, City Forester | X | X | | | |
| Scott Olson, Solid Waste Utility Director | X | X | | | |
| Jim Hausauer, Water Reclamation Utility Dir. | X | X | | | |
| Troy Hall, Water Utility Director | X | X | | | |
| Ben Dow, Public Works Operations Director | X | X | | | |
| Tom Knakmuhs, City Engineer | X | X | N. Boerboom-proxy | | |
| Dan Portlock, Water Utility Engineer | X | X | | | |
| Brenda Derrig, Assistant City Administrator | X | X | | | |

ATTEST:



Jim Hausauer
Water Reclamation Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

MEMORANDUM

December 3rd, 2025

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director *gh*

Re: Resolution for Hauled Liquid Waste Disposal

Background

Currently the Water Reclamation Facility (WRF) receives and treats hauled liquid waste from permitted haulers that dispose a variety of waste that includes landfill leachate, septic tanks, carpet cleaners, grease and sand traps. The treatment of such wastes do not generate a great deal of revenue, generally ~\$200-\$300,000 a year. The acceptance of hauled waste is more of a public service in providing a dumpsite rather than having random illegal dumping in manholes, storm sewers or on private property.

To allow haulers to dispose at the WRF, a permit is issued for a \$250 fee, and a volumetric rate of \$70/1000 gallons disposed is charged to the haulers. These fees were last increased in 2019. This service requires random testing, billing, permitting, cleaning and operator assistance as well as wear on infrastructure.

Request

The City reserves the right to change the rates for the use and availability of sewerage service from time to time, and shall be established by the Board of City Commissioners by resolution. The Fargo Municipal Code, including the provisions of Chapter 17, provides that the Board of City Commissioners of the City of Fargo may establish rates and charges which shall be payable by applicants for permits for hauling of liquid waste and by said permitted haulers upon their disposal into the city of Fargo Water Reclamation Facility of said liquid waste;

To help cover the costs of billing, permitting, cleaning, operation and additional maintenance, the Water Reclamation Utility is recommending to increase to the hauled liquid waste volumetric rate from \$70 to \$90/1000 gallons.

Recommended Motion

Approve the attached resolution prescribing rates for 2026 hauled liquid waste disposal at the City of Fargo Water Reclamation Facility.



MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Hausauer, Water Reclamation Utility Director *QA*

SUBJECT: Hauled Liquid Waste Disposal Fees

DATE: December 8, 2025

Resolution to increase treatment fee for hauled liquid waste disposal to \$90/1000 gallons at the Water Reclamation Facility for the 2026 budget year.

Recommended Motion:

Approve the resolution prescribing charges for hauled liquid waste disposal effective January 1, 2026.

Attachments: Resolution (1)

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION
[Prescribing Rates and Charges for Hauled Liquid Waste]

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; and,

WHEREAS, the Fargo Municipal Code, including the provisions of Chapter 17, provides that the Board of City Commissioners of the city of Fargo may establish rates and charges which shall be payable by applicants for permits for hauling of liquid waste and by said permitted haulers upon their disposal into the city of Fargo Wastewater Treatment Facility of said liquid waste;

WHEREAS, the Board of City Commissioners of the city of Fargo previously set rates and charges effective January 1, 2019, and these rates and charges have not changed since January 1, 2019;

WHEREAS, the Board of City Commissioners of the city of Fargo makes this Resolution to set rates and charges to take effect January 1, 2026; provided, however, that the rates and charges for such services in effect prior to January 1, 2026, shall remain in full force and effect until January 1, 2026.

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

SECTION ONE. PERMIT FEE. The annual fee for commercial liquid waste haulers shall be \$250 per annum. Permits issued upon request and application by proposed liquid waste haulers and the permit fee shall be payable no later than:

1. The anniversary date of the initial issuance of said permit; and
2. The date of the first disposal at the City Wastewater Treatment Facility following said anniversary date.

SECTION TWO. TREATMENT FEE. The treatment fee for hauled liquid waste disposal at the city of Fargo Wastewater Treatment Facility shall be \$90 per 1,000 gallons.

Timothy J. Mahoney, M.D., Mayor

Attest:

Angie Bear, Deputy 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.

REPORT OF ACTION
UTILITY COMMITTEE

(34)

Project: ID BN-25-F1

Type: AE2S Task Order #14 Amendment #1

Location: North Fargo Sewer Development (37th St. & 52nd Ave. N)

Date of Hearing: 12-3-2025

| | |
|-----------------|-----------------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12-8-2025</u> |
| Project File | <u> </u> |

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Task Order #14 Amendment #1 for Improvement District (ID) BN-25-F1. This Improvement District is associated with the development of land along 37th St. & 52nd Ave. N. In preparation for the development, the City completed a study in 2023 to determine wastewater infrastructure needs for the service area that included the construction of a new sanitary sewer lift station to serve the development. Task Order #14 provided for final design and bidding services for the lift station that will be located east of 37th St. N and south of 52nd Ave. N. Amendment #1 will include construction administration, construction observation, instrumentation, controls and programming. This Task Order and Amendment will be funded by Improvement District BN-25-F1

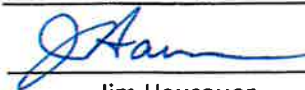
On a motion by Scott Olson, seconded by Troy Hall, the Utility Committee voted to approve Amendment #1 to AE2S Task Order #14 in the amount of \$35,500 for Improvement District BN-25-F1.

Recommended Motion

Concur with the Utility Committee recommendation to approve Amendment #1 to AE2S Task Order #14 in the amount of \$35,500 for Improvement District BN-25-F1.

| <u>COMMITTEE:</u> | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> | <u>X</u> |
|--|----------------|------------|-----------|------------------|---------------------|
| | | | | | <u>Proxy</u> |
| Denise Kolpack, City Commissioner | X | X | | | |
| Susan Thompson, Finance Director | X | X | | | J. Bullock - Proxy |
| Brian Ward, Water Plant Superintendent | X | X | | | |
| Mark Miller, Water Reclamation Plant Supt. | X | X | | | |
| Bruce Grubb, Temp. PT City Administrator | X | X | | | |
| Scott Liudahl, City Forester | X | X | | | |
| Scott Olson, Solid Waste Utility Director | X | X | | | |
| Jim Hausauer, Water Reclamation Utility Dir. | X | X | | | |
| Troy Hall, Water Utility Director | X | X | | | |
| Ben Dow, Public Works Operations Director | X | X | | | |
| Tom Knakmuhs, City Engineer | X | X | | | N. Boerboom - proxy |
| Dan Portlock, Water Utility Engineer | X | X | | | |
| Brenda Derrig, Asst. City Administrator | X | X | | | |

ATTEST:



Jim Hausauer

Water Reclamation Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

Memorandum

December 3rd, 2025

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director 

**RE: AE2S Task Order #14- Amendment #1 (Construction Administration & I/C Services)
Improvement District BN-25-F1 (North Fargo Wastewater Service)**

Background

The City of Fargo has been planning for the development of land along 37th Street North near the intersection of 52nd Avenue North. In preparation for the development, the City completed a study in 2023 to determine wastewater infrastructure needs for the service area that included the construction of a new sanitary sewer lift station to serve the development. Task Order #14 for the Improvement District (ID) provided for final design and bidding services for the lift station that will be located east of 37th St North and south of 52nd Avenue N. Amendment #1 will include construction administration, construction observation, and instrumentation, controls and programming.

Task Order #14- Amendment #1

AE2S Task Order #14-Amendment #1 will include:

- Construction Administration
- Construction Field Services (On site observation)
- Instrumentation Controls and Programming (startup)

This Task Order will be funded by Improvement District BN-25-F1

Recommended Motion

Approve Amendment #1 to Task Order #14 from Advanced Engineering and Environmental Services in the amount of \$35,500 for sanitary lift station Construction Administration, Instrumentation and Controls Services for Improvement District BN-25-F1.



November 26, 2025

Mr. Jim Hausauer
Water Reclamation Utility Director
3400 North Broadway
Fargo, ND 58102

**RE: Lift Station BN-25-F1
Construction and I&C System Phase Services
Amendment No.1 to Task Order No. 14**

Dear Jim:

Thank you for the opportunity to submit this letter proposal for additional professional engineering services for the Lift Station BN-25-F1 Project. This letter and the attached Amendment No.1 to Task Order No. 14 provide the proposed scope of services for Construction and I&C System Phase Services. The proposed fee for these services, expenses, and reimbursables is \$35,500.

The City of Fargo has previously designed and bid the utilities for a new development located along 37th Street North near the intersection of 52nd Avenue North. This includes the construction of a new sanitary sewer lift station to serve the development. This Amendment provides for the Construction and I&C System Services for the new lift station. The project will include construction administration, construction observation and controls/programming for the new lift station.

If you agree with the proposed scope of services and associated professional fees presented in the attached Amendment No.1 to Task Order No. 14, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this important project.

Submitted in Service,

A handwritten signature in blue ink, appearing to read "Ryan Grubb", is written over a light blue circular stamp.

Ryan Grubb, PE
Client Services Manager

AE2S PROJECT NO.: P00803-2025-008

AMENDMENT TO TASK ORDER No. 14

Amendment No. 1

Effective Date of Task Order: May 21, 2025
Owner: City of Fargo Enterprise Utilities (Water Reclamation Utility)
Engineer: Advanced Engineering and Environmental Services, LLC
(AE2S)
Specific Project: Fargo Lift Station BN-25-F1

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications of payment to Engineer

Description of Modifications:

- a. Engineer shall perform the following additional services:
 - Construction Administration Services (Exhibit A, Paragraph 1.05), and as supplemented in Attachment No. 1 Scope of Services, incorporated herein by reference.
 - Construction Field Services (Exhibit A, Paragraph 1.05.A.2), and as supplemented in Attachment No. 1 Scope of Services, incorporated herein by reference.
 - I&C System Services (Exhibit A, Paragraph 1.07), and as supplemented in Attachment No. 1 Scope of Services, incorporated herein by reference.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation, detailed in the table below.

| Phase | Task Number and Task Name | Payment Method | Estimated Hours | Amount |
|--------------|---|----------------|-----------------|-----------------|
| 060 | Construction Administration Services | Method A | | |
| | 01 Construction Administration | | 78 | \$14,500 |
| 061 | Construction Field Services | Method B | | |
| | 01 On-Site Construction Observation | | 60 | \$11,000 |
| 080 | I&C System Services | Method B | | |
| | 01 Programming and Startup | | 54 | \$10,000 |
| Total | | | 192 | \$35,500 |

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

Agreement Summary:

| Description | Amount |
|--|---------------------|
| Original agreement amount: | \$ 42,600.00 |
| Net change for prior amendments (Amendment No. 1): | \$ 0.00 |
| This amendment amount: | \$ 35,500.00 |
| Adjusted Agreement amount: | \$ 78,100.00 |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Article 4 of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is December 8, 2025.

| OWNER: | | ENGINEER: | |
|--|--|--|--|
| City of Fargo | | Advanced Engineering and Environmental Services, LLC | |
| By: | | By: | |
| Date: | | Date: | |
| Name: Jim Hausauer, REHS | | Name: Ryan Grubb | |
| Title: Water Reclamation Utility Director | | Title: Operations Manager | |

Attachment No. 1 – Scope of Services

Phase 060 – Construction Administration Services (Exhibit A, Paragraph A1.05)

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, Engineer shall perform the following additional Construction Administration services under Water Reclamation Consulting Task Order No. 14:

Task 01 – Construction Administration

Engineer shall provide basic construction administration services associated with the proposed lift station, which are expected to consist of the following additional key items:

- Attend one (1) preconstruction meeting with Owner and Contractor.
- Shop drawing and sample submittal review.
- Clarifications and interpretations of the Contract Documents.
- Assistance with other specific related Project documentation to the Owner at the completion of the Project.
- Operation and maintenance (O&M) manual review.
- Record drawings to incorporate as-built changes to the contract documents based on markups received from the Contractor.

Phase 061 – Construction Field Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, Engineer shall perform the following additional Construction Field services under Water Reclamation Consulting Task Order No. 14:

Task 01 – On-Site Construction Observation

Engineer shall provide on-site observation services of a Resident Project Representative (RPR) to observe and document construction activities in accordance with Exhibit D of the Task Order Agreement, and is expressly incorporated in this Amendment by reference. Engineer shall provide part-time RPR services when the contractor is on-site performing the work based on the following approach:

- Attend one (1) construction kickoff meeting with Owner and Contractor.
- Observe and document the installation of precast wet well and valve vault.
- Observe and document startup of the new lift station.
- Two (2) additional trips to the site for construction observation and unforeseen construction coordination activities with Owner and Contractor.
- Perform a substantial walkthrough of the Project with the Owner.
- Compile a final punch list containing items identified during the substantial walkthrough.
- Perform a final walkthrough of the Project with the Owner to review the final punch list.

Phase 080 – I&C System Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, Engineer shall perform the following additional I&C System services under Water Reclamation Consulting Task Order No. 14:

Task 01 – Programming and Startup

Engineer shall provide Control System Programming Services which shall include:

- Meet with Owner's Facility staff to develop a written functional description detailing how each instrument and control device will be monitored and controlled.

- Develop a customized Programmable Logic Controller (PLC) program for the lift station based on the written functional description. The PLC program will utilize standards from the current PLC program structure utilized throughout the Water Reclamation Facility.
- Program the Supervisory Control and Data Acquisition (SCADA) application for remote monitoring and control of the lift station.

Engineer shall provide Control System Startup Services which shall include:

- Perform a pre-startup check at the lift station to verify that all control signals are correctly terminated in the control panels, and all control signals are reading correctly in the PLC.
- Work on-site at the lift station to verify that the PLC program operated the lift station as described in the written functional description.
- Configure the lift station telemetry data radios to connect to the existing Water Reclamation Facility.
- Import the lift station objects and graphics into the existing Water Reclamation Facility SCADA application and verify that all remote monitoring and control functions operate correctly.



Figure 1. Study Area

CITY OF FARGO

Date: 10/10/2023

