

FARGO CITY COMMISSION AGENDA  
Monday, June 1, 2020 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://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](http://www.FargoND.gov/citycommission). **\*\*\*PLEASE NOTE** that in an effort to exercise the CDC's Prevention guidelines pertaining to social distancing and gatherings the number of individuals in attendance of the meeting will be limited. Members of the public and media are encouraged to view the meeting in an alternative method, including the following: via a livestream hosted on the City of Fargo's Facebook (questions and comments will be monitored during the Commission Meeting) and Twitter accounts, on the web at [www.TVFargo.com](http://www.TVFargo.com) or via the Fargo Access Channel 56.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 18, 2020).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of the following Ordinances, 1st reading 5/18/20:
  - a. Rezoning Certain Parcels of Land Lying in the Proposed 701 Brew Addition.
  - b. Rezoning Certain Parcels of Land Lying in Golden Valley Third Addition.
- 2. Site Authorizations for Games of Chance:
  - a. Metro Sports Foundation at the Scheels Arena.
  - b. Fargo Metro Baseball Association at Empire Tavern.
  - c. Fraser Ltd. at Golf Addiction.
  - d. West Fargo Hockey Association at Fort Noks Bar of Gold.
  - e. Sharehouse, Inc. at Woody's, Alibi/Baymont Inn, The Round Up Saloon, Bismarck Tavern and Rick's Bar.
  - f. Horse Race North Dakota at Sickie's Garage, Chub's Pub, Country Pub (in Country Inn and Suites) and Labby's Bar and Grill.
  - g. Boys & Girls Club of the Red River Valley at Red River Lanes and Fargo Billiards/Gastropub.
  - h. VFW Post 762 at the VFW Club.
  - i. Prairie Public Broadcasting, Inc. at Dempsey's, Tailgator's, Pepper's and Bison Turf.
  - j. Northern Prairie Performing Arts at Windbreak Lounge, Pour House-Fargo, Space Aliens and O'Clevy's at Ramada.
  - k. Team Makers Club, Inc. at Big Erv's at Rose Creek, Holiday Inn, Frank's Lounge, Sanford Health Complex-Scheel's Center, Lucky's 13 Pub and Fargo Dome.
- 3. Application for Games of Chance for the Kringen Club Inc. – Sons of Norway for bingo from 7/1/20 to 6/30/21.
- 4. Rental Agreement with Susan Rydell.
- 5. Farm Lease (Oak Grove) with Chad Johnson and Kyle Johnson.

- Access Agreement with SE Cass Water Resource District (Project No. FM-16-A1).
7. Access Agreement (Lift Station) with SE Cass Water Resource District (Drain 53).
8. Release of Permanent Easement (Road Easement) with Agassiz Nursery Inc.
9. Amendment (First) to Right of Way Use Agreement with Enclave, LLC.
10. Bid advertisement for Project No. PR-20-B.
11. Purchase of Service Agreement with Central Cass Public School District for nursing services for the 2020-2021 school year.
12. Business Service Agreement with Consolidated Communications.
13. Bid award for the purchase/lease of two automated side load and two front load refuse trucks (RFP20090).
14. 2020 Mosquito Control Agreement with Cass County Government.
15. Memorandum of Offer to Landowners for the purchase of Easements (Temporary Construction Easements) from Van Raden Properties, Inc. and Roger W. Anda (Project No. WW1701).
16. Bills.
17. Agreement Regarding Special Assessments with ND Horse Park Foundation (Improvement District No. BN-17-A).
18. Memorandum of Offer to Landowner – Temporary Easement with Lisa M. and Jason E. Morris (Improvement District No. BN-20-C1).
19. Negative Final Balancing Change Order No. 2 in the amount of -\$54,695.79 for Improvement District No. BR-18-C1.
20. Bid award for Improvement District No. SL-20-E1.
21. Create Improvement District No. SL-20-B.
22. Contracts and bonds for Improvement District Nos. PN-20-A1 and SL-20-C1 and Project No. SR-20-A1.

#### **REGULAR AGENDA:**

23. Recommendation from the Liquor Control Board to consider a Resolution Amending and Restating the Moratorium Pertaining to the Retail Sale of Alcoholic Beverages.
24. Public Hearings - 5:15 pm:
  - a. Application filed by Spirit Properties d/b/a Edgewood Tavern for a Class "FA-Golf" Alcoholic Beverage License at 19 Golf Course Avenue North; continued from the 4/20/20 and 5/18/20 Regular Meetings.

- b. Transfer of a Class "FA-M" Alcoholic Beverage License from Granite City Restaurant Operations, Inc. d/b/a Granite City Food & Brewery to Granite City, Inc. d/b/a Granite City Food & Brewery at 1636 42nd Street Southwest.
- c. Hearing on a dangerous building located at 1007 8th Avenue North; continued from the 5/18/20 Regular Meeting.
- d. Hearing on a dangerous building located at 114 15th Street South.
- e. Valley View Estates Addition (4952, 5052 and 5080 36th Avenue South); approval recommended by the Planning Commission on 2/4/20:
  1. Growth Plan Amendment.
  2. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential, MR-1, Multi Dwelling Residential, MR-2, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional.
  3. 1st reading of rezoning Ordinance.
  4. Plat of Valley View Estates Addition.
- f. Golden Valley Fourth Addition (6737 25th Street South); approval recommended by the Planning Commission on 2/4/20:
  1. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential.
  2. 1st reading of rezoning Ordinance.
  3. Plat of Golden Valley Fourth Addition.
- g. Plat of Legacy I Sixth Addition a replat of Lot 26, Block 2; Block 10; Lots 3-4, Block 4; Lots 50-51, Block 8; Lots 1-20 and 34-39, Block 11, Legacy 4th Addition and a vacation of Right of Way of portions of 62nd Avenue South and portions of 19th, 20th and 21st Streets South (6206-6299 19th Street South; 6204-6297 20th Street South; 1835, 1867, 1889, 1911, 1931 and 1949 63rd Avenue South; and 6184, 6198, 6206 and 6216 21st Street South; and 6198 Bennett Court South).
- h. Zoning Change from GC, General Commercial to LI, Limited Industrial on Lot 1, Block 1, Asleson Industrial Park Third Addition (3345, 3357 and 3369 39th Street South and 4013 34th Avenue South); approval recommended by the Planning Commission on 5/5/20:
  1. 1st reading of rezoning Ordinance.
- i. Zoning Change to repeal and re-establish a C-O, Conditional Overlay on Lot 1, Block 1, Brandt Crossing 14th Addition and the south 60 feet of Lot 2, Block 1, Brandt Crossing 6th Addition (3244 51st Street South); approval recommended by the Planning Commission on 5/5/20:
  1. 1st reading of rezoning Ordinance.
- j. Zoning Change from SR-4, Single-Dwelling Residential, and GC, General Commercial, to GC, General Commercial on Lots 1A and 1B, Block 25, Egbert, O'Neil and Haggarts Addition (421 and 425 24th Street South and 424 25th Street South); approval recommended by the Planning Commission on 5/5/20:
  1. 1st reading of rezoning Ordinance.
- k. Four Walls Addition (702-704 31st Street North); approval recommended by the Planning Commission on 3/3/20:

1. Zoning Change from SR-3, Single-Dwelling Residential, to SR-5, Single-Dwelling Residential.
  2. 1st reading of rezoning Ordinance.
  3. Plat of Four Walls Addition.
- I. Osgood Townsite 11th Addition and Osgood Townsite 12th Addition (4850 and 4800 46th Street South); approval recommended by the Planning Commission on 5/5/20:
    1. Growth Plan Amendment.
    2. Zoning Change from GC, General Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a request to repeal the C-O, Conditional Overlay.
    3. 1st reading of rezoning Ordinance.
  - m. Simonson Companies Second Addition (5237 38th Street South, and 3825 and 3863 53rd Avenue South); approval recommended by the Planning Commission on 1/7/20:
    1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay in the LC, Limited Commercial zoning district.
    2. 1st reading of rezoning Ordinance.
    3. Plat of Simonson Companies Second Addition.
25. Application for a property tax exemption for improvements made to buildings for Haven Homes LLC, 2410 Broadway North (5 year).
  26. Appointments to the Fargo Dome Authority.
  27. COVID-19 Updates:
    - a. Health Update.
      1. Notice of Grant Award from the ND Department of Health in the amount of \$8,687,816.00 for COVID-19 funding for local public health units.
    - b. CARES Act-Emergency Fund Relief Update.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us 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](http://www.FargoND.gov/citycommission).

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

(1a)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN THE PROPOSED 701 BREW ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed 701 Brew Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 3, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 18, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

The East One-Half (1/2) of Lot Two (2), Block Seven (7) of the proposed 701 Brew Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-3", Multi-Residential, District to "DMU", Downtown Mixed Use, District;

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

5     (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

6     Attest:  
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8  
9     \_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

16

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 5, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 18, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Eleven (11), Block One; Lot One (1), Block Two (2); Lots One (1) through Twenty (20), Block Three (3); and Lots One (1) through Twelve (12), Block Four (4) of Golden Valley Third Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District;

Section 2. The following described property:

Lot Two (2), Block Two (2) of Golden Valley Third Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "P/I" Public and Institutional, District; with a "C-O", Conditional Overlay to restrict uses to parks and open space as described in Section 20-0401

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

of the Land Development Code.

1           Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his  
2 office so as to conform with and carry out the provisions of this ordinance.

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

5  
6  
7 (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

8 Attest:  
9

10  
11 \_\_\_\_\_  
12 Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:



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

20

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

*Metro Sports Foundation*

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

Name of Location <i>Scheels Arena</i>			
Street <i>5225 31st Ave S</i>	City <i>Fargo</i>	ZIP Code <i>58104</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>July 1st 2020</i>	Ending Date(s) Authorized <i>June 30th 2021</i>	Number of twenty-one tables if zero, enter "0": <i>0</i>	
Specific location where games of chance will be conducted and played at the site (required) <i>Raffle-conference room</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <i>Fargo Force games hockey and any other unscheduled raffle drawings as determined by Metro Sports Foundation</i>			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <i>6/1/2020</i>
PRINT Name and official position of person signing on behalf of city/county above <i>Steve Sprague/City Auditor</i>	

**INSTRUCTIONS:**

1. City/County-Retain a **copy** of the Site Authorization for your files.
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**RETURN ALL DOCUMENTS TO:**

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

(26)



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

G - \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

*Fargo Metro Baseball Association*

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

Name of Location <i>Empire Tavern</i>			
Street <i>424 N. Broadway</i>	City <i>Fargo ND</i>	ZIP Code <i>58102</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>7/1/20</i>	Ending Date(s) Authorized <i>6/30/21</i>	Number of twenty-one tables if zero, enter "0": <i>0</i>	
Specific location where games of chance will be conducted and played at the site (required) <i>Northwest corner of Bar</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	6/1/2020

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

20

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **FRASER LTD.**

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

Name of Location <b>GOLF ADDICTION</b>			
Street <b>4474 23rd Ave S</b>	City <b>FARGO</b>	ZIP Code <b>58104</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7-1-20</b>	Ending Date(s) Authorized <b>6-30-21</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>All common areas w/ the exception of restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <b>N/A</b>			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>6/1/2020</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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

2d

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **West Fargo Hockey Association**

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

Name of Location <b>Fort Noks Bar of Gold</b>			
Street <b>52 Broadway N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Far Northeast corner of the bar, entire bar excluding restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	<b>6/1/2020</b>

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

(2e)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

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

Name of Location Woods			
Street 1550 32nd Ave S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7-1-2020	Ending Date(s) Authorized 6-30-2021	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Games conducted in North wall Area and played in entire bar (excluding restrooms and patios)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input checked="" type="checkbox"/> Bingo <input type="checkbox"/> ELECTRONIC Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device
<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input checked="" type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table	

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 6/1/2020
<b>PRINT</b> Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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

(20)

G- \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

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

Name of Location Alibi / Baymont Inn			
Street 1340 21st Ave. S.	City Fargo	ZIP Code ND 58103	County Cass
Beginning Date(s) Authorized 7-1-2020	Ending Date(s) Authorized 6-30-2021	Number of twenty-one tables if zero, enter "0": 5	
Specific location where games of chance will be conducted and played at the site (required) Conducted in Southwest Bar Area and played in entire bar area (excluding restrooms)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 6/1/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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

(2e)

G - \_\_\_\_\_ ( ) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

*Shorehouse, Inc.*

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

Name of Location <i>The Round Up Saloon</i>			
Street <i>4501 Urban Plains Dr.</i>	City <i>Fargo</i>	ZIP Code <i>58104</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>7-1-2020</i>	Ending Date(s) Authorized <i>6-30-2021</i>	Number of twenty-one tables if zero, enter "0": <i>1</i>	
Specific location where games of chance will be conducted and played at the site (required) <i>Conducted in Northwest Portion of bar games played in entire bar (excluding restrooms and pool)</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <i>6/1/2020</i>
PRINT Name and official position of person signing on behalf of city/county above <i>Steve Sprague/City Auditor</i>	

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**GAMING SITE AUTHORIZATION**  
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 SFN 17996 (02/2018)

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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc

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

Name of Location Bismarck Tavern			
Street 522 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7-1-2020	Ending Date(s) Authorized 6-30-2021	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Conducted in Northeast and West Portion of Bar And Played in all Bar (excluding Restrooms)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

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

Name of Location Ricks Bar			
Street 2721 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7-1-2020	Ending Date(s) Authorized 6-30-2021	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Central portion of the bar building games will be conducted - Games played in entire bar area (excluding restroom)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

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 SFN 17996 (02/2018)

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G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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

Name of Location <b>Sickie's Garage</b>			
Street <b>3431 Fiechtner Drive S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site ( <b>required</b> ) <b>Games will be conducted and played in the bar area, excluding restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

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 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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

Name of Location <b>Chub's Pub</b>			
Street <b>421 N University Drive</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Games will be conducted and played in the bar area, excluding restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

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**GAMING SITE AUTHORIZATION**  
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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
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Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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

Name of Location <b>Country Pub (in Country Inn and Suites)</b>			
Street <b>3316 13th Avenue S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Games will be conducted and played in the bar area, excluding restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

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(2f)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
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Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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

Name of Location <b>Labby's Bar and Grill</b>			
Street <b>1100 19th Avenue N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Games will be conducted and played in the bar area, excluding restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table
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G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

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

Name of Location <b>Red River Lanes</b>			
Street <b>707 28th Avenue North</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>2</b> - 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire Bar Area excluding Restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table
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 SFN 17996 (02/2018)

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 Site License Number  
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Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

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

Name of Location <b>Fargo Billiards / Gastropub</b>			
Street <b>3234 43rd Avenue South</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire Bar Area excluding Restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

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 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

VFW Post 762

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

Name of Location VFW Club			
Street 202 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7-1-2020	Ending Date(s) Authorized 6-30-2021	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) main Bar Area, Excluding Bathrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

**INSTRUCTIONS:**

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**RETURN ALL DOCUMENTS TO:**

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



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

(2i)

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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

Name of Location <b>Dempsey's</b>			
Street <b>226 Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>		Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>
Specific location where games of chance will be conducted and played at the site (required) <b>entire facility, excluding the restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input type="checkbox"/> Bingo <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device
<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input checked="" type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table	

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	<b>6/1/2020</b>

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

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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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

Name of Location <b>Tailgator's</b>			
Street <b>1322 Main Ave</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>entire facility, excluding the restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

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 SFN 17996 (02/2018)

(2i)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
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Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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

Name of Location <b>Pepper's</b>			
Street <b>2510 S University Drive</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>entire facility, excluding the restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input type="checkbox"/> Bingo <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device
<input type="checkbox"/> Sports Pools <input type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table	

**APPROVALS**

Attorney General	Date
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 SFN 17996 (02/2018)

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G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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

Name of Location <b>Bison Turf</b>			
Street <b>1211 N University Dr</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>entire facility, excluding the restrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input type="checkbox"/> Bingo <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device
<input type="checkbox"/> Sports Pools <input type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table	

**APPROVALS**

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

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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization Northern Prairie Performing Arts

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

Name of Location Windbreak Lounge			
Street 3150 39th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 07/01/20	Ending Date(s) Authorized 06/30/21	Number of twenty-one tables if zero, enter "0": 3	
Specific location where games of chance will be conducted and played at the site (required) Entire bar and patio area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
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PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	6/1/2020

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SFN 17996 (02/2018)

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G - \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization Northern Prairie Performing Arts

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

Name of Location Pour House - Fgo			
Street 4281 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 07/01/20	Ending Date(s) Authorized 06/30/21	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Entire bar area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
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**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization Northern Prairie Performing Arts

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

Name of Location Space Aliens			
Street 1840 45th St S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/20	Ending Date(s) Authorized 06/30/21	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Entire bar and patio area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 6/1/2020
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SFN 17996 (02/2018)

21

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization Northern Prairie Performing Arts

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

Name of Location O'Clevy's at Ramada			
Street 3333 13th Ave S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/20	Ending Date(s) Authorized 06/30/21	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Entire bar and patio area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

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G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
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Full, Legal Name of Gaming Organization **Team Makers Club, Inc.**

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

Name of Location <b>Big Erv's at Rose Creek</b>			
Street <b>1500 E Rosecreek Parkway</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire Lounge and banquet facilities</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
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G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

Site License Number  
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Full, Legal Name of Gaming Organization **Team Makers Club, Inc.**

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

Name of Location <b>Holiday Inn</b>			
Street <b>3803 13th Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>4</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire Lounge and banquet facilities</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (If restricted)

Hours of gaming (if restricted)

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

6/1/2020

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

Steve Sprague/City Auditor

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

2K

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Team Makers Club, Inc.**

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

Name of Location <b>Frank's Lounge</b>			
Street <b>2640 52nd Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire Lounge and patio</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 6/1/2020
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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

2K

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Team Makers Club, Inc.**

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

Name of Location <b>Sanford Health Athletic Complex, Scheel's Center</b>			
Street <b>1340 Asministration Ave</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>		Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted and played at the site (required) <b>Entire Facility and Parking areas</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted) \_\_\_\_\_ Hours of gaming (if restricted) \_\_\_\_\_

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General _____	Date _____
Signature of City/County Official _____	Date <b>6/1/2020</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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

2K

G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Team Makers Club, Inc.**

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

Name of Location <b>Lucky's 13 Pub</b>			
Street <b>1301 17th Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>	Ending Date(s) Authorized <b>6/30/21</b>		Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire Lounge and Banquet Facilities</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>6/1/2020</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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

(2K)

 G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

 Full, Legal Name of Gaming Organization **Team Makers Club, Inc.**

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

Name of Location <b>Fargo Dome</b>			
Street <b>1800 N University Dr</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/20</b>		Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted and played at the site (required) <b>Entire Facility and Parking areas</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>6/1/2020</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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 Telephone: 701-328-2329 OR 800-326-9240

③

✓ 1423  
25.00  
5/26/20



Name of Non-profit Organization <b>Kringen Club Inc</b>		Date(s) of Activity <b>7-1-2020 to 6-30-2020</b>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Sons of Norway</b>		Title <b>Gaming Manager</b>		Business Phone Number <b>701-232-9222</b>	
Business Address <b>722 2nd AVE N</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Sons of Norway</b>		Site Address			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input checked="" type="checkbox"/> Bingo <input 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 *					

Game Type	Description of Prize	Retail Value of Prize
bingo	50% gross	

Game Type	Description of Prize	Retail Value of Prize

Total:

(Limit \$12,000 per year)

\$ 5000.00

Intended uses of gaming proceeds: Charitable donation

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_ . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Douglas Benson</i>	Date <i>5/16/2020</i>	Title <i>President</i>	Business Phone Number <i>701-232-9272</i>
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May 28, 2020

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Rental Agreement – 739 Royal Oaks Drive North**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Rental Agreement with Susan Rydell. An agreement has been reached and at this time, we are requesting approval of the Rental Agreement. The Rental Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Rental Agreement with the **Susan Rydell** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger  
Land Acquisition Specialist

C: Brenda Derrig  
Nancy J. Morris

**RENTAL AGREEMENT**

**THIS AGREEMENT**, made by and between Susan Rydell, "Tenant" and the City of Fargo, a North Dakota municipal corporation, "City", as the Owner of property located at 739 Royal Oaks Drive, Fargo, ND ("Property"). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Tenant is the owner and occupant of the property located at 741 Royal Oaks Drive North, Fargo, ND.
2. City shall allow Tenant to continue to use the garage of the City owned Property adjacent to Tenant's property ("Rental Space") for personal property storage until March 31, 2021.
3. Tenant shall pay \$40 per month, on or before the 1<sup>st</sup> day of each month, for such Rental Space. Failure to pay the rental amount on or before the 10<sup>th</sup> of each month shall be deemed a default, and this Rental Agreement shall be terminated.
4. Tenant shall have no access to the attached residential property. Access to the Rental Space shall be permitted with the use of the garage door opener, provided by City.
5. In no event shall Tenant's personal property remain in the Rental Space later than March 31, 2021, unless otherwise agreed to in writing signed by both parties. Failure to remove the personal property from the Rental Space in a timely manner shall result in the City taking such steps as necessary and reasonable to remove the personal property from the Property.
6. Tenant understands and agrees that Tenant shall be responsible for any and all expenses incurred by City in the event Tenant fails to vacate the Property in a timely manner.
7. Notwithstanding the termination date contained in this rental agreement, Tenant

agrees to allow City to enter the Rental Space for purposes of inspection and mitigation, if necessary.

8. Tenant further agrees that in the event of a flood emergency, as determined by the officers of the City, the City may order the Rental Space be vacated immediately.
9. Tenant shall furnish to the City a copy of a tenant's policy of insurance insuring against liability in at least the principal sum of \$500,000 per occurrence. City shall be named as an additional insured on said policy. In addition, Tenant agrees to indemnify and hold City harmless from any and all claims, demands or causes of action that may be asserted as a result of Tenant's use of the Rental Space.

Dated this 28 day of May, 2020.

TENANT:

  
Susan Rydell

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OWNER:

THE CITY OF FARGO, NORTH DAKOTA

By \_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

---

Steve Sprague, City Auditor

5

May 28, 2020

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Farm Lease Agreement – 5636, 5638, 6054 & 6056 Veterans Blvd S**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Farm Lease Agreement with Chad Johnson and Kyle Johnson. An agreement has been reached and at this time, we are requesting approval of the Farm Lease Agreement. The Farm Lease Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Farm Lease Agreement with the **Chad Johnson and Kyle Johnson** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

*Shawn G. Bullinger*

Shawn G. Bullinger  
Land Acquisition Specialist

C: Nathan Boerboom  
Nancy J. Morris

**FARM LEASE**  
**(Oak Grove)**

**THIS LEASE**, made and entered on the date set forth hereinafter, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4<sup>th</sup> Street North, Fargo, ND 58102, herein referred to as "Lessor", and Chad Johnson and Kyle Johnson, 383 Hwy 9 North, Glyndon, MN 56547, herein referred to as "Lessee" whether one or more.

I.

Lessor demises and lets to Lessee to occupy and to use for agricultural purposes and for no other purposes, the following described real estate comprising approximately two hundred forty (240) acres:

All that part of the Northwest Quarter (NW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, lying South and East of Cass County Drain No. 27,

LESS: That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Northwest Quarter; thence South 01 degree 56 minutes 40 seconds East along the east line of said Northwest Quarter a distance of 439.68 feet; thence South 88 degrees 03 minutes 08 seconds West to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 2619.13 feet to a point on a line lying 200.00 feet east of and parallel with the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along said parallel line a distance of 241.72 feet to a point on the southeasterly line of said AUSTIN'S SUBDIVISION; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 2751.94 feet; thence northeasterly 151.99 feet along a tangential curve concave to the northwest having a radius of 150.00 feet along the southeasterly line of said AUSTIN'S SUBDIVISION to a point on the north line of said Northwest Quarter; thence North 87 degrees 55 minutes 49 seconds East along the north line of said Northwest Quarter a distance of 11.42 feet to the northeast corner thereof, the point of beginning.  
and,

That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.  
Tract Two: The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

together with all hereditaments and appurtenances belonging thereto (the "Property").

II.

The term of the lease shall be for the farming season of 2020. That the term of this lease shall commence on the date set forth hereinafter and shall expire one (1) year.

III.

Lessee agrees to pay Lessor, payable all in cash on the date of the lease hereof, the sum of Twenty Eight Thousand Eight Hundred Dollars, based on a rental rate of One Hundred Twenty Dollars per Acre (\$120/ac.).

IV.

Except as otherwise provided in special conditions set forth hereinafter, Lessee agrees to make a reasonable effort to return the above-described property at the termination of this lease in a plowed condition.

V.

Lessee agrees to furnish the property and services, and to pay any and all items of expense related to farming including, but not limited to, all the machinery, equipment and labor necessary to farm the premises properly; all fertilizer and chemical; all seed; and any necessary insurance, workforce safety insurance coverage, or crop insurance. The

Lessee is not the agent of Lessor. There is to be no employer-employee relationship between the Lessor and Lessee or the Lessee's employees.

VI.

In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:

- a. To faithfully cultivate the farm in a timely, thorough, good and appropriate manner.
- b. To keep any and all fences, tree rows, and other improvements on the property in as good repair and condition as they are at the commencement of this lease, or in as good repair and condition as may be put by Lessor during the term of this lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- c. To keep open ditches, grass waterways, and drainage ditches. All ditches and drainage ditches shall be maintained by Lessee in their present condition. Lessee at its own cost shall keep said ditches or drainage ditches open whether or not blockage of the same may be caused by erosion of soil due to Lessee's negligence. Lessee may also accomplish, at its own cost, any additional drainage work deemed necessary.
- d. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
- e. Not to assign this lease or sublet any part of the premises without the prior written consent of Lessor.
- f. Lessee agrees to conduct a good and sufficient weed control program on the acreage at the Lessee's own expense.

VII.

That the Lessee shall not do, or fail to do, any act or thing which shall adversely affect the acreage allotments pertaining to the above-described premises as set up by the United States Department of Agriculture or other government program, it shall be entitled to receive all of the payment resulting from each participation.

VIII.

That the Lessee shall receive the whole of the crops to be raised in and upon the above-described premises during the term hereof.

IX.

Lessor reserves the right of itself, its agents, employees or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, provided that such entry and activity shall not interfere with Lessee's occupancy. In the event Lessee abandons the subject property or otherwise breaches this agreement, then, and in that event, Lessor shall have the right to reenter the demised premises without terminating this lease and relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may be advisable. All rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including but not limited to brokerage fees and attorneys fees; third, to the payment of unpaid rent hereunder; and the remainder, if any, shall be held by Lessor and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during the remaining term of the lease be less than that to be paid during the term of the lease by Lessee hereunder, Lessee, upon demand shall immediately pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed and an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof shall be decreed by a court of competent jurisdiction.

X.

The parties agree that time shall be of the essence hereof, and that the provisions of this agreement shall extend to and be binding upon the successors, heirs, administrators, executors and assigns of the parties hereto.

XI.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims or liability arising from Lessee's use and possession of the property.

XII.

Failure of Lessor to insist upon strict performance of any of the terms and/or conditions of this lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in these terms and/or conditions. This lease may be changed or modified only by written agreement signed by all parties. In no event may this lease be changed or modified orally.

XIII.

All payments not made when due shall draw interest at the rate of twelve percent (12%) per annum provided that said rate shall only apply to the extent not deemed

usurious, it being understood and agreed that the rate of interest shall be the maximum rate under North Dakota usury laws, not to exceed twelve percent (12%) per annum.

XIV.

The Lessee agrees that any chemicals, fuel, fertilizer, or other hazardous materials used on the property shall be used in full compliance with the instructions or application labels furnished with the materials and in compliance with all federal, state and other laws or regulations regulating the usage of these materials. The Lessee agrees that no such materials shall be stored or disposed of on the property without the prior written consent of the Lessor. The Lessee shall be responsible for any damages resulting from Lessee's usage of such materials on the subject property and agrees to indemnify and hold harmless Lessor in the event of any claim resulting from such damage.

XV.

In the event of Lessee's default in performing any of the duties agreed to in this lease, Lessor shall have the right to collect from Lessee, to the extent allowed by law, all the costs reasonably incurred in enforcing this lease, including, but not limited to, attorney's fees, seeding, plowing, cultivation costs, chemical application and ditch maintenance.

XVI.

Lessor and Lessee specifically understand and agree that this agreement shall be void and of no further effect if the land shall be sold by Lessor during the term hereof provided, however, that if such sale occurs at a time when spring planting has already occurred, the lease shall remain in effect for that portion of the property that has been seeded for the remainder of that particular crop year. If spring planting has not occurred at the time of sale by Lessor, but Lessee has applied any chemicals or fertilizer, Lessee shall recover only the actual documented cost of purchasing said chemical or fertilizer. No costs of application of such chemical or fertilizer shall be allowed.

Dated: \_\_\_\_\_ LESSOR:

CITY OF FARGO,  
a North Dakota municipal corporation

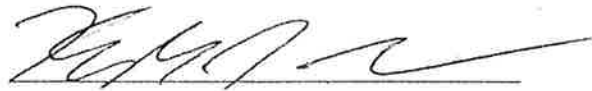
By: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Dated: \_\_\_\_\_ LESSEE:

  
Chad Johnson



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1

Type: SE Cass Water Resource District  
Access Agreement

Location: County Road 20

Date of Hearing: 5/11/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/1/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding an Access Agreement with SE Cass Water Resource District to build, operate, and maintain the pump station/control structure within the Drain 10 right of way.

Staff is recommending approval of the Access Agreement with SE Cass Water Resource District.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the Access Agreement with SE Cass Water Resource District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Access Agreement with SE Cass Water Resource District for the construction, operation, and maintenance of a pump station and control structure on Cass County Drain 10.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Flood Sales Tax

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

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

COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Steve Dirksen, Fire Chief  
Bruce Grubb, City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
Brenda Derrig, City Engineer  
Kent Costin, 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"/>
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ATTEST:

Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC

**From:** Roger Kluck, PE CFM, Civil Engineer II, Storm Water

**Date:** May 5, 2020

**Re:** Project No. FM-16-A1 – Agreement with SE Cass for Lift Station & Control Structure

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### **Background:**

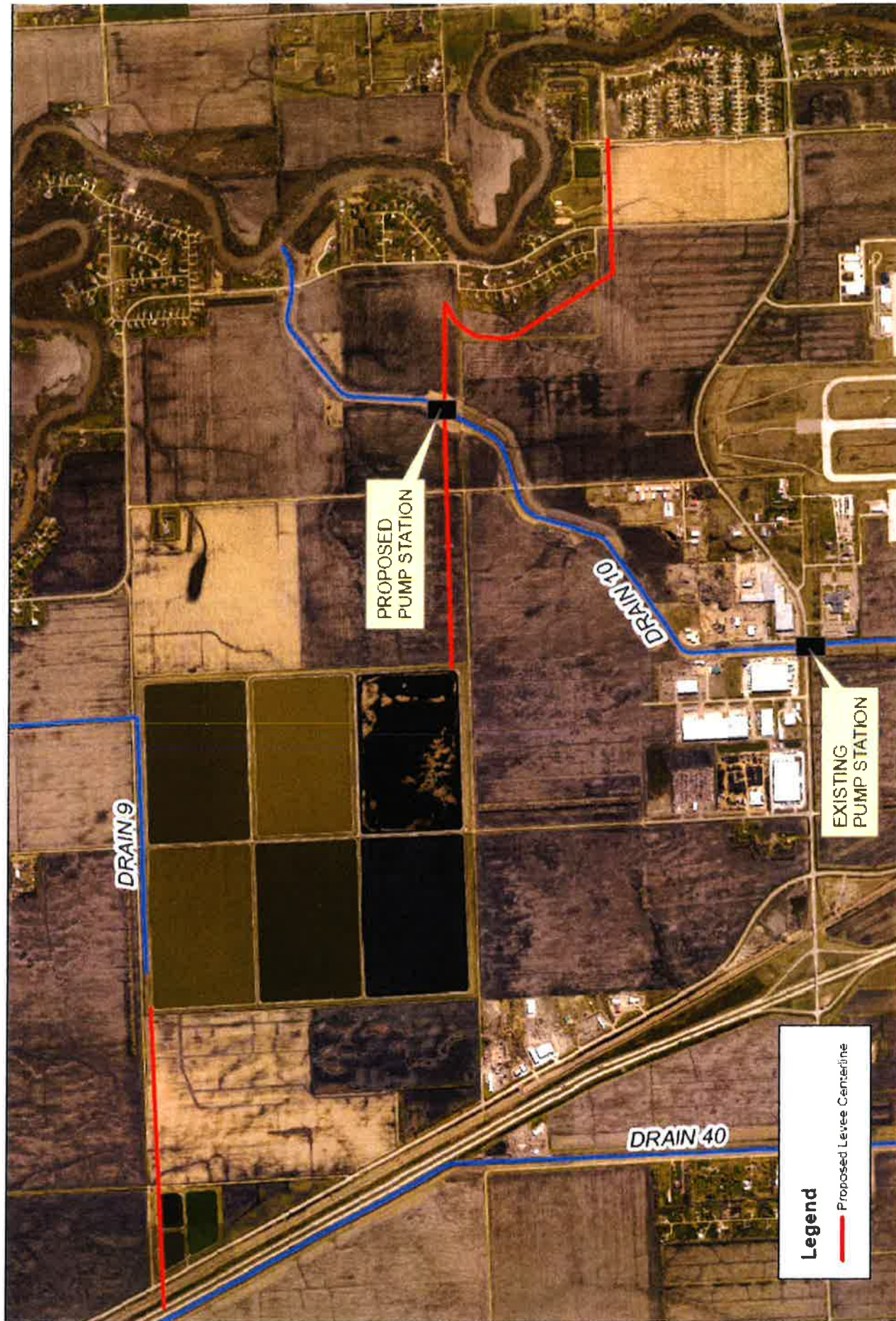
The City is finalizing the plans to construct a north side flood risk management project that will include earthen levee and a pump station/control structure on Cass County Drain 10. A map showing the levee alignment and location for the pump station and control structure is attached. As part of the project advancement the City needs to secure an access agreement with SE Cass Water Resource District to build, operate, and maintain the pump station/control structure within the Drain 10 right of way. The proposed agreement is attached.

Staff is recommending approval of the proposed agreement with SE Cass Water Resource District to allow the pump station and control structure work that are part of the North Side Flood Risk Management project to proceed.

### **Recommended Motion:**

Approve agreement with SE Cass Water Resource District for the construction, operation, and maintenance of a pump station and control structure on Cass County Drain 10 as part of the North Side Flood Risk Management project FM-16-A1.

Attachments

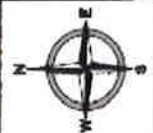


**Legend**

— Proposed Levee Centerline

**InfoSWM Model Area**  
**Cass County 20 Area Flood Mitigation Project**  
**FARGO, NORTH DAKOTA**

Prepared by: S.C. Date Created: 10/26/10 Date Revised: 01/14/11  
 Project: 20 Area Flood Mitigation Project  
 Location: Cass County, Fargo, North Dakota  
 Revision: 01/14/11 1.0 Updated to reflect 2010 Census data for Fargo, ND



## ACCESS AGREEMENT

THIS AGREEMENT is by the Southeast Cass Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, whose post office address is 225 4th St. N., Fargo, North Dakota 58102 (the "City").

### RECITALS

A. The District owns, operates, and maintains CASS COUNTY DRAIN NO. 10 (the "Drain"), a legal assessment drain.

B. The City plans to construct a levee and lift station project, and the City has requested temporary access on and over certain portions of the Drain and the Drain right of way for purposes of installation and construction of the City's Project.

C. The District is willing to grant the City temporary access across portions of the Drain and the District's Drain right of way, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### AGREEMENT

1. **The Project.** The City's project will include the construction, installation, operation, and maintenance of a levee and lift station project across portions of the District's Drain right of way. More specifically, the project will include installation of a levee, with a top elevation of 897'; a 58' by 47' lift station, at a depth of 35', with three pumps, each with peak capacity of 60 cubic feet per second; two 10' by 13' reinforced concrete box culverts; a concrete pad supporting an emergency generator; an electric transformer; removal and replacement of corrugated steel intercept culverts; and a concrete access driveway along a portion of the top of the levee, all as depicted in the map attached as **Exhibit A** (the "Project"). The City refers to the Project as "Fargo Project FM-16-A1."

2. **The License Property.** The District grants and conveys to the City a non-exclusive, revocable license for the construction, installation, and maintenance of the Project, with the access rights described in this Agreement, upon, over, and across the District's Drain right of way in Cass County, North Dakota, as depicted in the map attached as **Exhibit A**; the property depicted in **Exhibit A** is the "License Property." The rights granted to the City by the District under this Agreement constitute a license, revocable by the District for cause or for protection of the Drain or the District's other property under the terms of this Agreement, and the license does not create for or on behalf of the City any interest or estate of any kind in the License Property, either by virtue of this Agreement or by the City's entry upon or use of the License Property.

*Southeast Cass Water Resource District  
City of Fargo - Fargo Project FM-16-A1  
Access Agreement*

**Page 2**

3. **Access Rights.** The City's access rights are limited to access, ingress, and egress rights upon, over, and across the License Property for purposes of constructing, installing, and maintaining the Project. The City will take steps to ensure proper operation of the Drain during construction of the Project. Following completion of the Project, the City will repair or replace any portions of the Drain damaged as a result of the City's access or as a result of the Project. The City may not use the License Property or any of the District's facilities or right of way for any other purpose, and the City's use, access, ingress, and egress rights regarding the License Property will not disrupt or interfere with the Drain or the District's use of the License Property for purposes of the Drain.

4. **Drainage Priority and Use.** The parties understand and agree the Drain is a public facility that provides drainage benefits and other important public benefits to residents of Cass County, including the City, and further agree the District's use of the Drain, including the License Property, for purposes of a public drainage facility takes priority over any other use of the License Property, including the City's use of the License Property for purposes of the Project. The parties further understand and agree the District and the Drain are subject to certain laws, rules, regulations, requirements, and directives under the jurisdiction of the North Dakota State Engineer's Office, and possibly other various federal and state agencies, and the City's use of the Drain for purposes of the Project is subject to any applicable laws, rules, regulations, requirements, or directives from or regarding any applicable federal or state agencies; the District does not have any control over, and does not make any representations or warranties regarding, the State of North Dakota or any other federal or state agencies, or the City's use of, or inability to use, the License Property for purposes of the Project. The District will not unreasonably interfere with the Project or the City's rights under this Agreement. The District has not made any warranties, express or implied, that the License Property is now, or will be in the future, suitable for the Project, and the District has not made any other representations, warranties, or promises regarding the License Property. The District will use reasonable care to avoid any disruptions or damages to the Project or related appurtenances. The District may, impose restrictions or limitations on the City's access rights as necessary for drainage purposes or otherwise as necessary to protect the integrity of the Drain or the License Property. District and City agree to make reasonable modifications to the License, as necessary.

*Southeast Cass Water Resource District  
City of Fargo - Fargo Project FM-16-A1  
Access Agreement*

Page 3

5. **Improvements to the License Property.** The City's rights under this Agreement are subject to the following:

a. With the exception of the installation of the Project, the City will not construct any improvements in, upon, under, over, or across any portion of the Drain or the License Property; the City will not place any fixtures, equipment, or other personal property on any portion of the License Property; the City will not construct or install, nor allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the License Property; the City will not encumber any portion of the License Property; and the City will not otherwise alter any portion of the License Property without prior consent from the District.

b. The City will cease any activity and remove any structure or obstruction that interferes with the Drain or the District's use of the License Property, at the City's sole cost.

6. **Duty to Repair and Remedies.** The City will repair the Drain and the License Property, and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District, damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the Project or otherwise damaged as a result of any entry upon or use, access, ingress, or egress upon or over the License Property by the City or any of its officers, employees, agents, representatives, contractors, consultants, subcontractors, licensees, or other invitees. The City will otherwise repair and return the License Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost, with the exception of the levee, lift station, and access road. If the City fails to repair or replace within a reasonable time following request or demand from the District, or if the City otherwise fails to perform any of the City's obligations under this Agreement within a reasonable time following request or demand from the District, the District may perform the City's obligations and the City will reimburse the District for all of the District's costs and expenses. The District's remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. The City will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.

7. **Term.** The City's rights under this Agreement will continue as long as the City operates and maintains the components of the Project. The District may terminate this Agreement if the District concludes termination is necessary to protect the integrity of the Drain following notice to City with adequate time to rectify any Drain concerns; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over the Drain; or in the event of any default by the City not remedied within a reasonable time. Upon any termination of this Agreement, the City will repair and return the License Property as nearly as practicable to its original condition, at the City's sole cost.

*Southeast Cass Water Resource District  
City of Fargo - Fargo Project FM-16-A1  
Access Agreement*

Page 4

8. **Compliance with Laws.** The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Project, including all Project components, or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the License Property.

9. **Forbearance.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law,

11. **Interpretation.** This Agreement will be construed as if prepared by both parties.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the parties.

14. **Assignment.** Neither party may transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the other party.

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and assigns.

16. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by the District and the City.

17. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

*Southeast Cass Water Resource District  
City of Fargo - Fargo Project FM-16-A1  
Access Agreement*

**Page 5**

18. **Effective Date.** This Agreement will become effective upon the execution by the last party to sign.

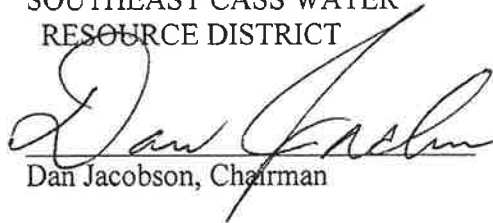
(Signatures appear on the following pages.)

***Southeast Cass Water Resource District  
City of Fargo - Fargo Project FM-16-A1  
Access Agreement***

**Page 6**

SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By:

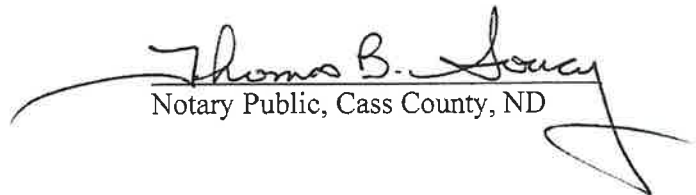
  
Dan Jacobson, Chairman

ATTEST:

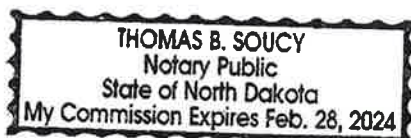
  
Carol Harbeke Lewis  
Secretary-Treasurer

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

On this 15<sup>th</sup> day of May, 2020, before me, a Notary Public in and for said County and State, personally appeared Dan Jacobson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.

  
Notary Public, Cass County, ND

(SEAL)



*Southeast Cass Water Resource District  
City of Fargo - Fargo Project FM-16-A1  
Access Agreement*

Page 7

**CITY OF WEST FARGO**

By: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

\_\_\_\_\_  
Notary Public, Cass County, ND

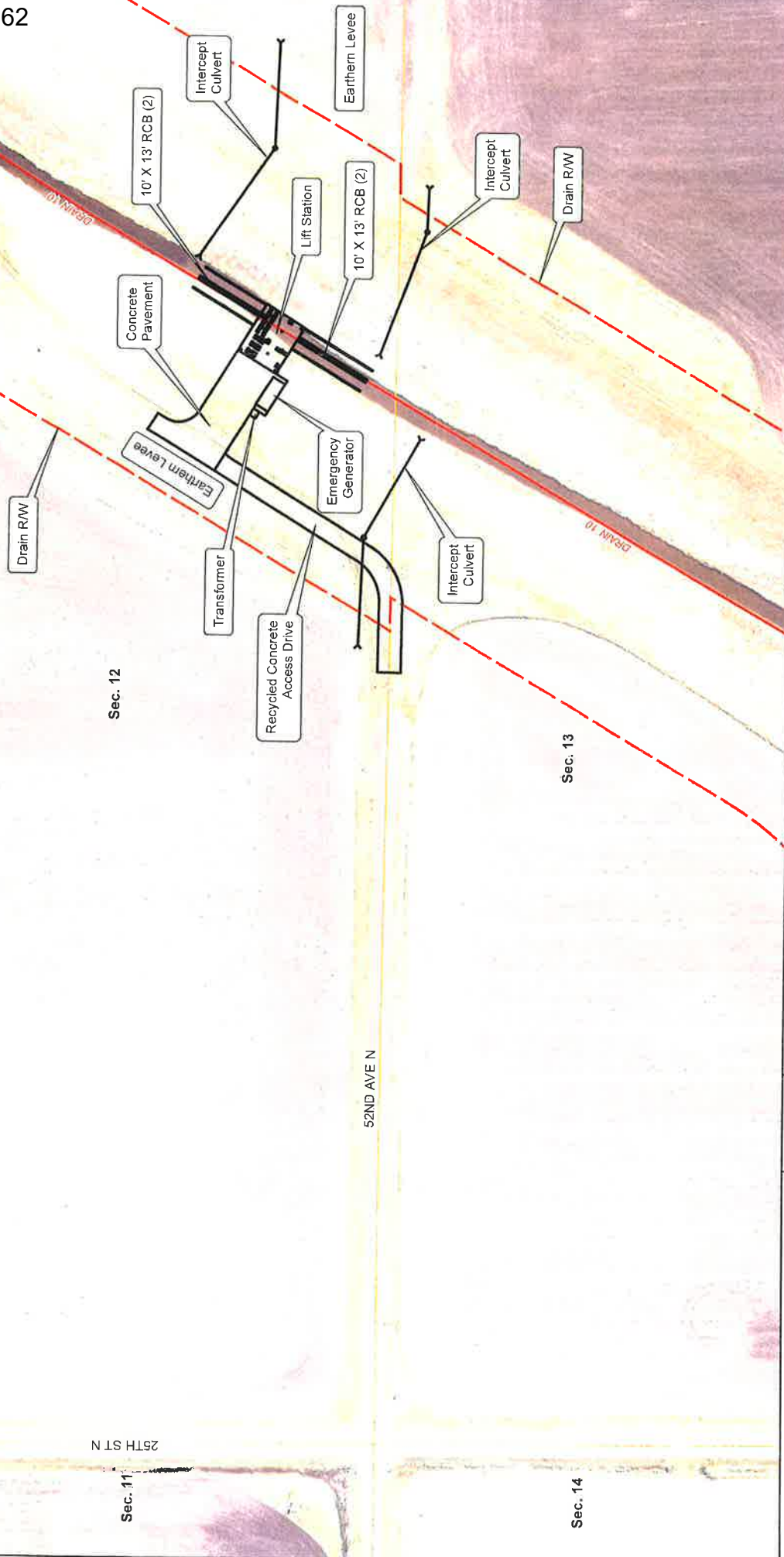
(SEAL)

*Southeast Cass Water Resource District  
City of Fargo - Fargo Project FM-16-A1  
Access Agreement*

Page 8

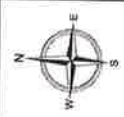
**EXHIBIT A**

**Map of the License Property and the Project**



**EXHIBIT  
DRAIN 10  
FARGO, NORTH DAKOTA**

Scale: 1" = 100 feet  
 Date: 10/1/03  
 Drawn by: [illegible]  
 Checked by: [illegible]  
 Project No.: 03-01-001  
 Project Name: Drain 10  
 Project Location: Fargo, ND  
 Project Owner: [illegible]



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Type: SE Cass Water Resource District  
Access Agreement

Location: Drain #53

Date of Hearing: 5/26/2020

Routing

City Commission

Date

6/1/2020

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding an Access Agreement with SE Cass Water Resource District for the construction of the Selkirk Storm Sewer Lift Station.

Staff is recommending approval of the Access Agreement with SE Cass Water Resource District.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the Access Agreement with SE Cass Water Resource District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Access Agreement with SE Cass Water Resource District for the construction of the Selkirk Storm Sewer Lift Station.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:


Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Jody Bertrand, PE, CFM  
Division Engineer Storm Sewer Utility

**Date:** May 25, 2020

**Subject:** Approval of Access Agreement with SE Cass for Selkirk Storm Sewer Lift Station Construction and Maintenance

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### Background:

The City of Fargo has designed a new storm sewer lift station for the area bounded by 64<sup>th</sup> Avenue South, Drain #53, 76<sup>th</sup> Avenue South and the I-29 interstate. This Access Agreement allows for placement of the lift station in the Drain #53 setback area to be constructed into the west levee and drain widening project to be constructed by SE Cass this fall. An exhibit of the lift station area is attached. The lift station will be located just south of the future 67<sup>th</sup> Avenue South drain crossing location and will provide for internal drainage of the area during large rainfall or flood events. This lift station will be the pumping location for multiple interconnected ponds through this drainage area, including the first two, which have been identified through the development of the Selkirk Subdivision.

We have attached a copy of the Access Agreement for your review.

### Recommended Motion:

Approve the Access Agreement between the City of Fargo and Southeast Cass Water Resource District for construction of the Selkirk Storm Sewer Lift Station.

JRB/klb  
Attachment

**ACCESS EASEMENT**  
(Lift Station)

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by the Southeast Cass Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, whose post office address is 225 - 4th Street North, Fargo, North Dakota 58102 (the "City").

**RECITALS**

A. The District owns, operates, and maintains Cass County Drain No. 53 ("Drain 53"), a legal assessment drain.

B. The City plans to construct, install, operate, and maintain a lift station with associated pumps and infrastructure (the "Lift Station") on the District's Drain 53 right of way.

C. The District has agreed to convey an easement to the City for purposes of construction, operation, and maintenance of the Lift Station, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**AGREEMENT**

1. **The Easement Property.** The District grants and conveys to the City a non-exclusive, permanent easement upon, over, under, through, and across the following parcel of real property in Cass County, North Dakota:

See survey and legal description attached as **Exhibit A.**

The property described above is the "Easement Property."

2. **Easement Rights.** The City's rights under this Easement are limited to access, ingress, and egress rights upon, over, under, through, and across the Easement Property for the City and the City's officers, consultants, contractors, agents, representatives, employees, and other invitees, including the rights to construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and remove the Lift Station. The City may not use the Easement Property for any other purpose, and the City's use, access, ingress, and egress rights regarding the Easement Property and the Lift Station will not disrupt or interfere with the District's use of the Easement Property or with Drain 53 and will not affect the structural integrity of Drain 53. The City is solely responsible for the construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the Lift Station, at the City's sole cost. The City's access under this Easement extends to the City and the City's officers, consultants, contractors, agents, representatives, employees, and other invitees.

3. **Priority and Use for Drainage and Flood Protection.** The parties acknowledge that the Easement Property and Drain 53 are public facilities that provide important public benefits to residents of Cass County, including residents of the City. The parties further acknowledge that the District's use of Drain 53, including the Easement Property, as a drainage facility takes priority over any other use of the Easement Property, including the City's use of the Easement Property for the purposes permitted under this Easement. The District may, in the District's sole discretion, impose restrictions or limitations on the City's access rights as necessary for drainage purposes or otherwise as necessary to protect the integrity of Drain 53 or the Easement Property.

4. **No Unreasonable Interference.** The District will not unreasonably interfere with the City's rights under this Easement. However, the District's priority use of Drain 53 and the Easement Property for drainage purposes or other emergency purposes may require and include temporary disruptions or interference with the City's use or operation of the Lift Station or Easement Property. The District will use reasonable care to avoid any damages to the Lift Station; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 53, the Lift Station, or the Easement Property by the District, its officers, agents, representatives, employees, or contractors.

5. **Improvements and Repairs to the Easement Property.** The City's rights under this Easement are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the Lift Station, the City must provide plans and specifications to the District, and the District must first give prior consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

b. The City will operate and maintain the Lift Station and related appurtenances at its sole cost.

c. The City will obtain the District's prior written consent prior to commencing any structural repairs, modifications, or improvements to the Lift Station on or adjacent to the Easement Property that require excavation; the District will not unreasonably withhold consent.

d. With the exception of the Lift Station and related appurtenances, the City will not construct any improvements in, upon, under, over, through, or across any portion of the Easement Property; the City will not place any fixtures, equipment, or other personal property on any portion of the Easement Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances in, upon, under, over, through, or across the Easement Property; the City will not encumber any portion of the Easement Property; and the City will not otherwise alter any portion of the Easement Property without prior consent from the District; the District will not unreasonably withhold consent.

e. The City will repair the Easement Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the Lift Station, or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the Easement Property as near as practicable to its original condition following any disturbance or damages, at the City's sole cost.

f. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 53 or the District's use of the Easement Property, at the City's sole cost.

6. **Term.** The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of Drain 53; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 53; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove the Lift Station, at the City's sole cost.

7. **Liability.** The City will be solely responsible for all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the Lift Station by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the Easement Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees, including any failure to perform under this Easement.

8. **Compliance with Laws.** The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Lift Station or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the Easement Property.

9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Easement will be construed and enforced in accordance with North Dakota law.

11. **Interpretation.** This Easement will be construed as if prepared by both parties.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

14. **Assignment.** Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

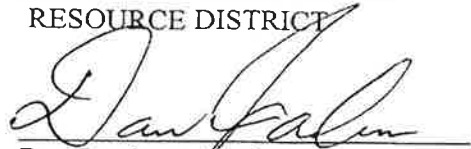
16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by the District and the City, and must be recorded in the Cass County Recorder's Office.

17. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.


[Signatures appear on the following pages.]

SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By:


  
Dan Jacobson, Chairman

ATTEST:

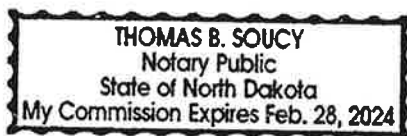
  
Carol Harbeke Lewis  
Secretary-Treasurer

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

On this 12<sup>th</sup> day of May, 2020, before me, a Notary Public in and for said County and State, personally appeared Dan Jacobson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.

  
Notary Public, Cass County, ND

(SEAL)



CITY OF FARGO

By:

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public, Cass County, ND

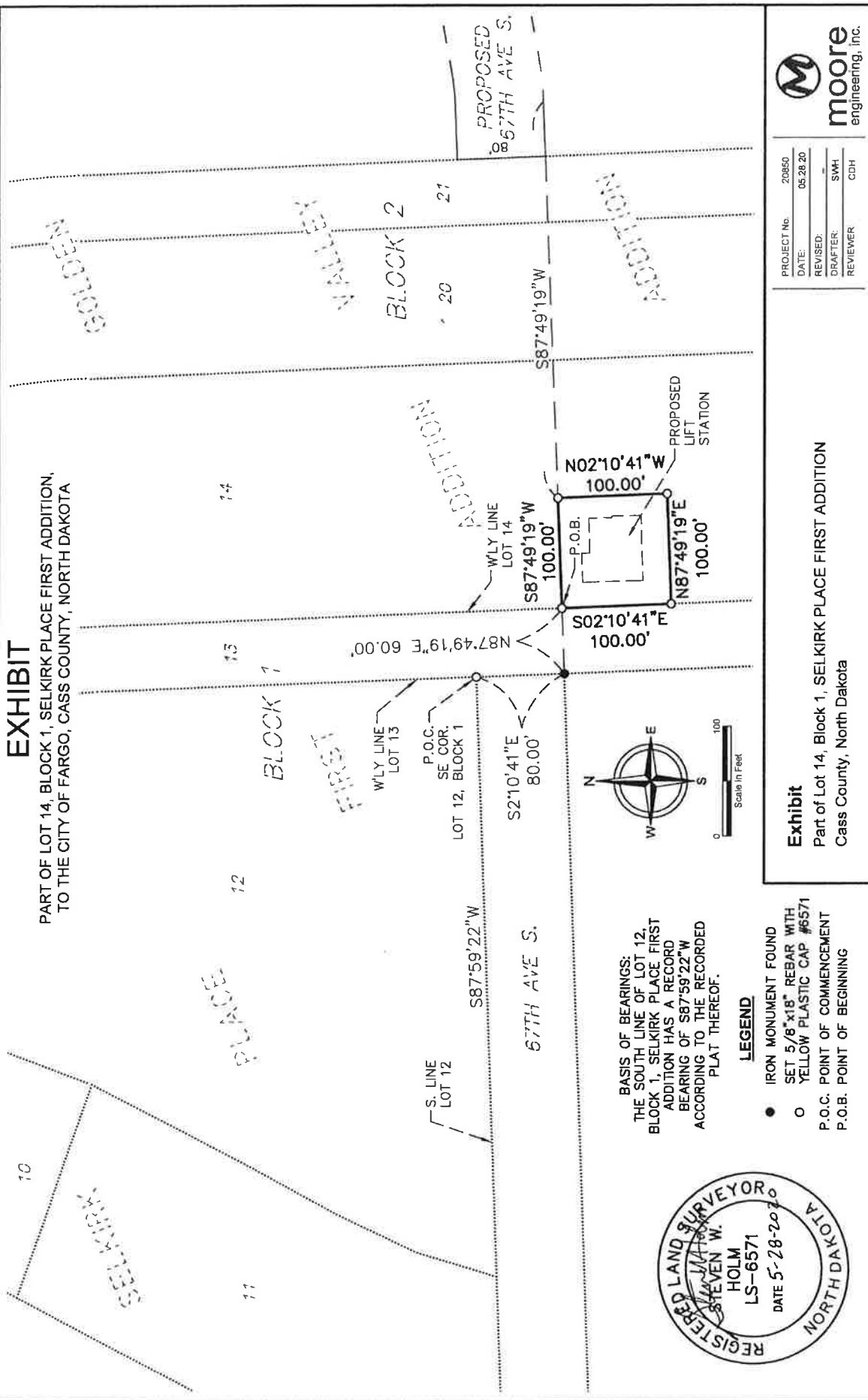
(SEAL)

The legal description contained in this document was drafted by:

Steven W. Holm, PLS  
North Dakota License No. LS-6571  
Moore Engineering, Inc.  
925 - 10<sup>th</sup> Avenue E  
West Fargo, ND 58078

**EXHIBIT A**

Survey and Legal Description of the Easement Property



**EXHIBIT**

PART OF LOT 14, BLOCK 1, SELKIRK PLACE FIRST ADDITION,  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

**DESCRIPTION**

That part Lot 14, Block 1, SELKIRK PLACE FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of Lot 12, said Block 1, from which the south line of said Lot 12 bears South 87 degrees 59 minutes 22 seconds West on a record bearing; thence South 02 degrees 10 minutes 41 seconds East along the westerly line of Lot 13, said Block 1, for a distance of 80.00 feet; thence North 87 degrees 49 minutes 19 seconds East for a distance of 60.00 feet to the westerly line of said Lot 14, the point of beginning; thence South 02 degrees 10 minutes 41 seconds East along the westerly line of said Lot 14 for a distance of 100.00 feet; thence North 87 degrees 49 minutes 19 seconds East for a distance of 100.00 feet; thence North 02 degrees 10 minutes 41 seconds West for a distance of 100.00 feet; thence South 87 degrees 49 minutes 19 seconds West for a distance of 100.00 feet to the point of beginning.

Containing 10,000 square feet, more or less, subject to all easements, restrictions, reservations and rights of way of record, if any.

**CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.

  
Steven W. Holm, R.L.S.  
N.D. License No. LS-6571

Date: 5-28-2020

State of North Dakota)  
County of Cass )

On this 28<sup>th</sup> day of May, 2020, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.

BRENDA JO KOSKI  
Notary Public  
State of North Dakota  
My Commission Expires May 9, 2022

  
Notary Public, Cass County, North Dakota



PAGE 2 OF 2

**Exhibit**

Part of Lot 14, Block 1, SELKIRK PLACE FIRST ADDITION  
Cass County, North Dakota

PROJECT No.	20850
DATE:	05 28 20
REVISED:	-
DRAFTER:	SWH
REVIEWER:	CDH

  
**moore**  
engineering, inc.

## REPORT OF ACTION

8

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Release of Roadway Easement

Location: Agassiz Nursery Addition (4203 Univ Dr S) Date of Hearing: 5/26/2020

<u>Routing</u>	<u>Date</u>
City Commission	6/1/2020
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed communication from Division Engineer, Jody Bertrand, regarding a request for release of easement by PKG Inc. for purpose of a future access roadway at 4203 University Drive South.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the release of the roadway easement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the release of roadway easement at 4203 University Drive South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<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"/>	
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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"/>	

ATTEST:



Brenda E. Derrig, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC

**From:** Jody Bertrand, Division Engineer

**Date:** May 25, 2020

**Re:** Release of Roadway Easement Agassiz Nursery Addition at 4203  
University Drive South

---

**Background:**

During the platting of the Agassiz Nursery Addition in the fall of 1989, a roadway easement was identified on the plat, which is located along the south property line, as shown in the attached exhibit. Engineering and other departments have reviewed the request for release of the identified easement area by PKG Inc. (present parcel owners) for purposes of a future access roadway. The Engineering Department has determined a roadway will not be necessary in this location and this area may be released to the present parcel ownership. The easement release document is attached for review.

**Recommended Motion:**

Approve release of roadway easement area located at 4203 University Drive South as shown in the Agassiz Nursery Addition plat and authorize the release document signature.

JRB/klb  
Attachments

**Release of Permanent Easement**  
(Road Easement)  
Document #712986

On or about August 29, 1989, **Agassiz Nursery Incorporated** a North Dakota corporation ("Grantor") granted the **City of Fargo**, a North Dakota municipal corporation ("Grantee") a permanent and perpetual easement for the purpose of ingress and egress over the following described property:

KNOW ALL MEN BY THESE PRESENTS. That Agassiz Nursery Incorporated, a North Dakota Corporation, whose address is Fargo as Owner of a tract of land in the Northeast Quarter of Section 36, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more fully described as follows:

Commencing at a point made by the intersection of the South Line of the Northeast Quarter of Section 36, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, with the East edge of the East Right of Way Line of U.S. Highway 81 as presently platted. Constituted and existing: thence north along said East Right of Way Line of said Highway a distance of 1343.49 feet: thence South 88°-25'-00" West a distance of 220.40 feet to the True Point of Beginning: thence South 88°-25'-00" West a distance of 780.00 feet: thence South 01°-33'-00" East a distance of 240.00 feet; thence North 88°-25'-00" East a distance of 764.01 feet; thence Northerly and along the West Right of Way Line of said U.S. Highway 81 a distance of 240.5 feet to the true Point of Beginning. Said tract of land is also known as Auditor's Lot 3. Said tract of land contains 4.25 acres, more or less and is subject to easements of record.

Said party has caused the same to be surveyed and platted as AGASSIZ NURSERY ADDITION to the City of Fargo, North Dakota, and do hereby dedicate and convey to the public for public use all streets, avenues and utility easements as shown on this plat.

Grantee hereby consents to, and does hereby release, any and all interest of the City in the Road Easement described as follows:

The southerly 15 feet of Lot 2, Block 1, said AGASSIZ NURSERY ADDTION to the City of Fargo, Cass County, North Dakota

Grantee, by this instrument, releases the Grantor, or Grantor's successors-in-interest, from the road easement established by the plat recorded as Document No. 712986.

**WITNESS WHEREOF**, Grantee has set its hand and caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF FARGO**, a North Dakota  
a municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

[illegible]

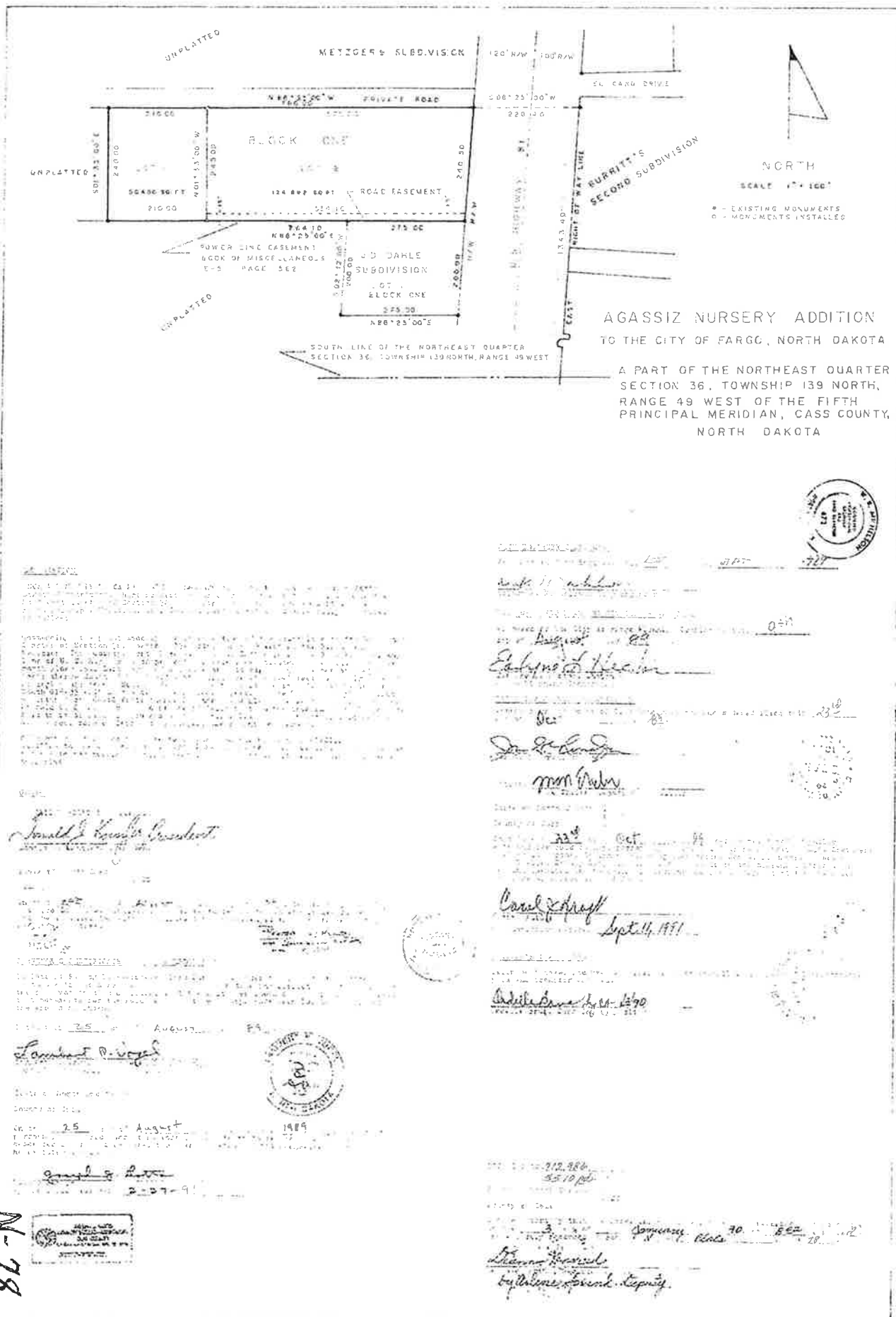
On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared **Dr. Timothy J. Mahoney, M.D. and Steven Sprague**, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public  
Cass County, ND

The legal description was prepared by  
The city of Fargo Engineering Department.

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
nmorris@lawfargo.com



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

⑨

Type: Right of Way Use Agreement Amendment

Location: 11<sup>th</sup> Street & 3<sup>rd</sup> Avenue North

Date of Hearing: 5/26/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/1/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a Right of Way Use Agreement Amendment requested by Enclave for a closure on 11<sup>th</sup> Street North from June 8 to July 3.

Staff is recommending approval the Amendment to the Right of Way Use Agreement.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the Amendment to the Right of Way Use Agreement with Enclave.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Amendment to the Right of Way Use Agreement with Enclave for the Mosaic construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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ATTEST:



Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Kristy Schmidt, Project Engineer  
**Date:** May 21, 2020  
**Re:** Amendment to Mosaic Road Use Agreement

---

**Background:**

We have received a request from Enclave for a closure on 11<sup>th</sup> Street North adjacent to the Developer's project. The street closure request is for a crane to be placed on the street to install the concrete panels for the building. The reason for the closure request is safety and speed of construction.

The Developer has secured equivalent private parking for the street parking on 11<sup>th</sup> Street they will be displacing during this use of the Right of Way. The parking lot is located at 108 8<sup>th</sup> Street North as shown on their map.

The City has a reconstruction project adjacent to this development project located on the northwest corner of 11<sup>th</sup> Street and 3<sup>rd</sup> Avenue North. The City's Contractor has agreed this closure will not affect their schedule to complete their work by the contract completion date.

Staff is recommending approving the Amendment to the Enclave Road Use Agreement to allow closure on 11<sup>th</sup> Street North from June 8 to July 3.

**Recommended Motion:**

Approve Amendment to the current ROW Use Agreement for a temporary road closure on the 300 block of 11<sup>th</sup> Street North adjacent to their development.

KLS/klb  
Attachment

C: Tyler Hill, Enclave


**Amendment (First) to Right of Way Use Agreement**

This Amendment amends that Right of Way Use Agreement between Enclave, L.L.C., a North Dakota Limited Liability Company (“Developer”) and the City of Fargo, a North Dakota Municipal Corporation (“City”), dated November 18, 2019 (“Right of Way Use Agreement”). For good and valuable consideration, hereby acknowledged, the parties agree as follow:

1. Paragraph #2 of the Right of Way Use Agreement shall be amended to include the attachments hereto, identified at Exhibit “A”, amended Construction and Logistics Plan. Developer may be permitted to exercise control of the City right of way in conformance with the use and schedule provided in the attached Exhibit “A”.
2. In addition to the approved Construction and Logistics Plan, Developer shall provide equivalent replacement parking for the displaced street parking on the 300 block of 11<sup>th</sup> Street North, such replacement parking to be acceptable to City Engineer, and approved in advance of such parking removal.
3. All other terms and conditions of Right of Way Use Agreement shall remain in full force in effect.

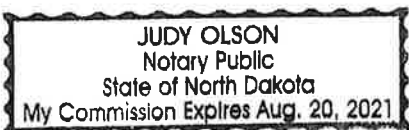
Dated this 26 day of May, 2020.

Enclave, LLC, a North Dakota Limited  
Liability Company

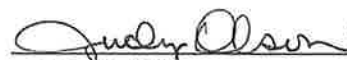
  
By: Ben Meland  
Its: President

STATE OF ND )  
 ) ss.  
COUNTY OF Cass )

On this 26<sup>th</sup> day of May, 2020, before me, a notary public in and for said county and state, personally appeared Ben Meland, President of Enclave, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

  
Notary Public  
Cass County, ND  
My Commission expires:

City of Fargo, a North Dakota municipal  
corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Timothy J. Mahoney M.D., Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

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

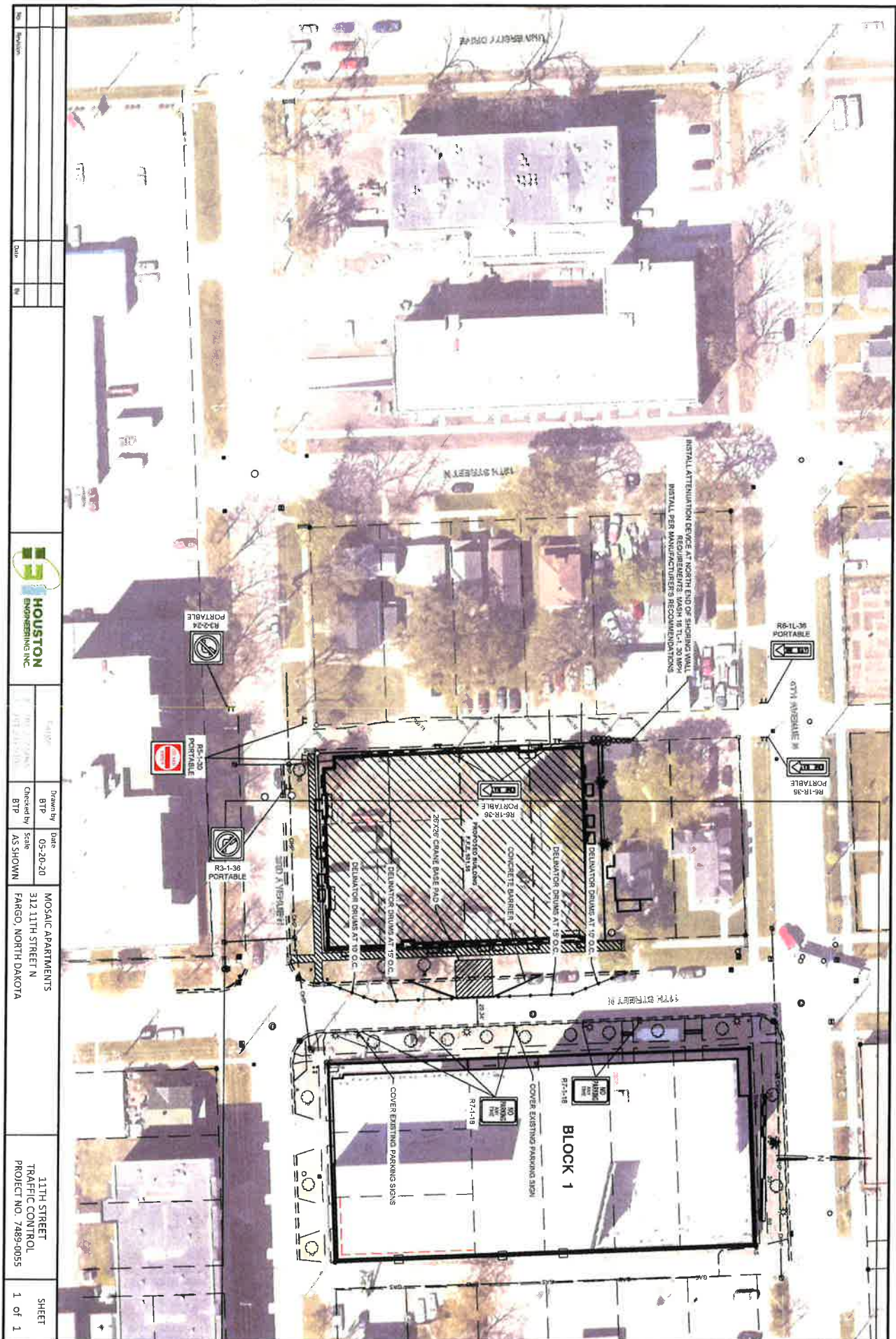
On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

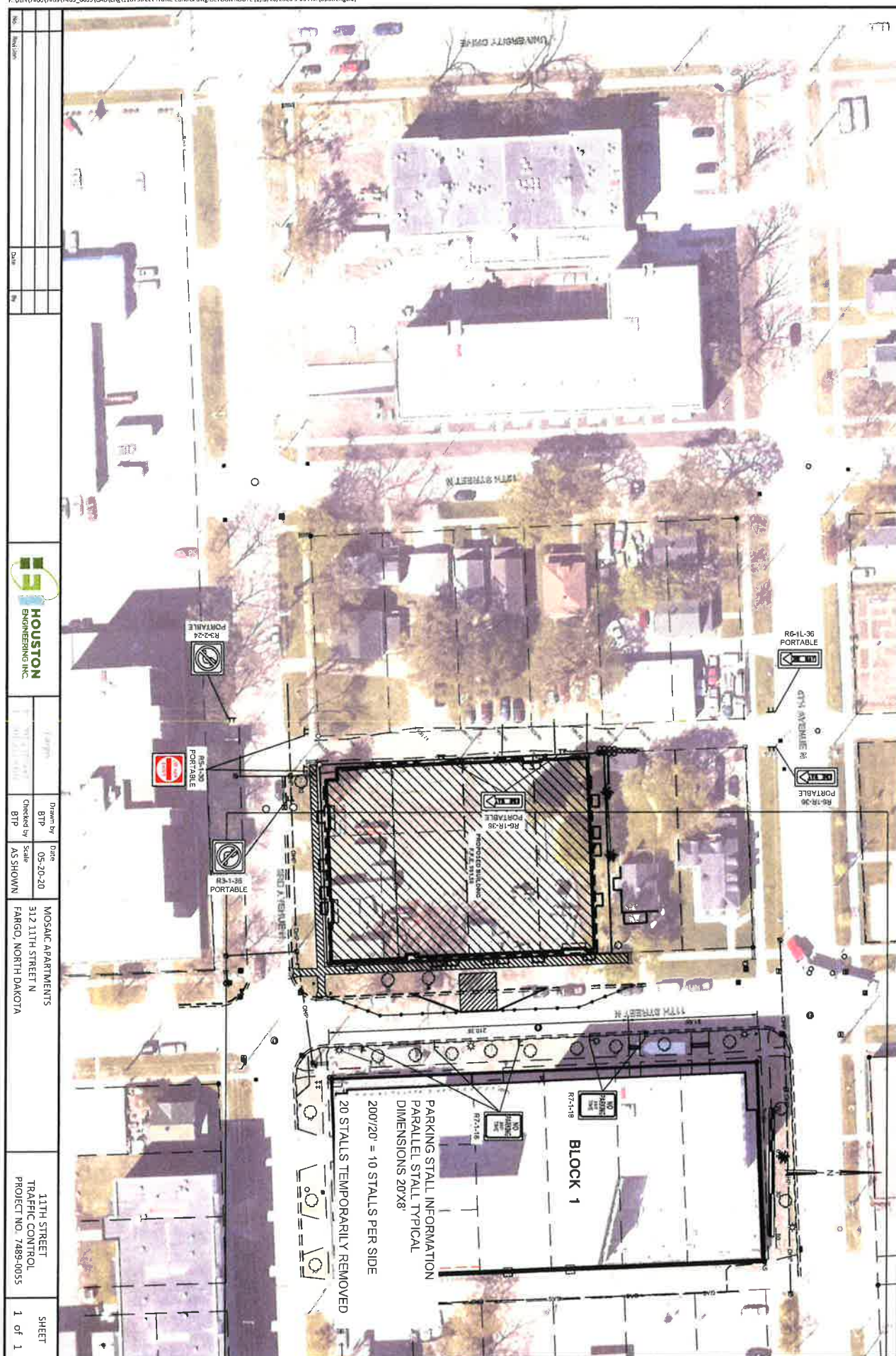
\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

**Exhibit A****Parking Displacement Agreement**

As part of the agreement with the city for removing parking along 11<sup>th</sup> street north (June 8<sup>th</sup>-July 3<sup>rd</sup>) in front of the Mosaic project, Enclave agreed to find alternate parking for the parking spaces that would be displaced. The current total of parking spaces that will be displaced from 11<sup>th</sup> street will be 20 vehicles. Enclave has secured the whole parking lot located at 108 8<sup>th</sup> St. N. which contains a total of 22 parking stalls. The marked-up drawing shows the location of the project (yellow) and the parking lot (Red). Along with the additional parking in this lot Enclave has made an agreement with Lux (300 Lime property manager) to utilize 8 stalls in their underground parking that will be opening in June for their tenants. With the majority of the street parking coming from the 300 Lime apartment project Lux and Enclave have come to an agreement on this parking displacement plan.







COVER SHEET  
CITY OF FARGO PROJECTS

(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 Improvement District as it will appear in the Contract:

Concrete Spot Repair & Incidentals

Project No. PR-20-B

Call For Bids June 1, 2020

Advertise Dates June 2 (Block Ad), 8 & 15, 2020

Bid Opening Date June 24, 2020

Substantial Completion Date October 30, 2020

Final Completion Date November 13, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 298-6939

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
CONCRETE SPOT REPAIR & INCIDENTALS  
PROJECT NO. PR-20-B

**Nature & Scope**

The proposed project will include concrete pavement repair and incidentals on streets in various areas in the City.

**Purpose**

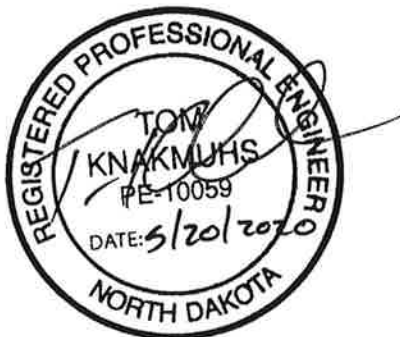
The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.

**Feasibility**

The estimated construction cost of the project is \$499,895. The project is to be funded by Street Sales Tax Funds. A breakdown of costs is as follows:

Estimated Construction Costs	\$	<b>499,895</b>
Plus 10% Engineering Fee:	\$	49,990
Plus 3% Legal Fee:	\$	14,997
Plus 4% Administration Fee:	\$	19,995
Plus 4% Interest Fee:	\$	19,995
Plus 10% Contingency:	\$	49,990
<b>Total Project Costs (Street Sales Tax Fund 420):</b>	<b>\$</b>	<b>654,862</b>

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

(11)

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING ~~VS~~**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: MAY 14, 2020**

**RE: CONTRACTS FOR SIGNATURE**  
**CENTRAL CASS SCHOOL DISTRICT \$40,509.08**

The attached contract with Central Cass School District is for nursing services for school year 2020-2021.

No budget adjustment is required for this contract.

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

**Suggested Motion:** Move to approve the Service Agreements with Central Cass School District and Fargo Public Schools for nursing services.

DF/lls  
Enclosure

**PURCHASE OF SERVICE AGREEMENT  
CENTRAL CASS PUBLIC SCHOOL DISTRICT**



Whereas the Central Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25<sup>th</sup> Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

**I. TERMS OF CONTRACT**

The term of this contract shall be for school year 2020-2021, beginning on July 1, 2020 and ending on June 30, 2021. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

**II. TERMINATION**

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

**III. SCOPE OF SERVICE**

The Provider agrees to provide services in accordance with documentation in this contract.

**IV. COMPENSATION**

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 64 percent for the district and 36 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 20 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 20 hours, including any overtime accrued in lieu of

this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$46.75.

**V. CHANGES**

No change or amendment to this agreement may be made unless made in writing signed by the parties.

**VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT**

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

**VII. AUTHORITY TO SUBCONTRACT**

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

**VIII. INDEPENDENT CONTRACTOR**

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

**IX. COPYRIGHT**

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential health information.

**X. AGREEMENT CONSTITUTES CONTRACT**

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

**XI. PROVIDER ASSURANCES**

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

**XII. INTEGRATION AND MODIFICATION**

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

### **XIII. COLLATERAL CONTRACTS**

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

### **XIV. ACCESS TO RECORDS**

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District, which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

### **XV. RETENTION OF RECORDS**

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

### **XVI. CONFIDENTIALITY**

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

### **XVII. APPLICABLE LAW**

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

### **XVIII. CAPTIONS**

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

### **XIX. EXECUTION AND COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

**XX. AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

**XXI. NOTICES**

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

**XXII. SUCCESSORS IN INTEREST**

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

**XXIII. SEVERABILITY**

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**XXIV. WAIVER**

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

**XXV. MERGER CLAUSE**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

**XXVI. INDEMNIFICATION AND HOLD HARMLESS**

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

## XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

## XXVIII. NON-DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)  
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

CENTRAL CASS PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

  
SIGNATURE  
AGENCY REPRESENTATIVE

DATE

Board President  
TITLE

  
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

5/11/20  
DATE

5/14/20  
DATE

## **ATTACHMENT A**

### **SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

**PURPOSE:** The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

**GOALS:** The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Central Cass Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

#### **OBJECTIVES:**

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community.  
The nurse will:

- A. Manage health care in the school health program  
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services  
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved.  
The nurse will also monitor follow through related to health referrals. The nurse aide, if applicable, will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children  
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups  
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education  
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

**ATTACHMENT B****2020-2021****SCHOOL HEALTH SERVICES BUDGET**

<b>CENTRAL CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES</b>	<b>AMOUNT</b>
<b>30 RN HOURS /WEEK X 35 WEEKS AT \$43.50 /HOUR</b>	<b>\$45,675.00</b>
<b>40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$43.50/HR</b>	<b>\$1,740.00</b>
<b>36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$51.44/HOUR</b>	<b>\$1,851.84</b>
<b>TOTAL</b>	<b>\$49,266.84</b>
<b>6 RN HOURS /WEEK X 35 WEEKS AT \$46.75 AT 100%</b>	<b>\$9,817.50</b>
<b>20 ADDITIONAL HOURS AT 46.75 AT 100 %</b>	<b><u>935.00</u></b>
	<b><u>10,752.50</u></b>
<b>GRAND TOTAL</b>	<b><u>\$ 60,019.34</u></b>
<b>DISTRICT PORTION AT 64 % OF \$49,266.84</b>	<b>\$31,530.77</b>
<b>DISTRICT PORTION AT 100% OF 10,752.50</b>	<b>\$10,752.50</b>
<b>PROVIDER PORTION AT 36% OF \$49,266.84</b>	<b>\$17,736.07</b>
<b>TOTAL FOR DISTRICT OF AMOUNT AT 64%</b>	<b>\$31,530.77</b>
<b>TOTAL FOR DISTRICT OF AMOUNT AT 100%</b>	<b><u>\$ 10,752.50</u></b>
<b>GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)</b>	<b>\$42,283.27</b>

## **ATTACHMENT C**

### **PROVIDER ASSURANCES**

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.



INFORMATION SERVICES  
200 Third St N  
FARGO, ND 58102  
PHONE: 701-476-6700  
FAX: 701-241-8253

(12)

May 27, 2020

Honorable Board of  
City Commissioners  
City of Fargo  
200 N 3<sup>rd</sup> St. S  
Fargo, ND 58102

Dear Commissioners;

The City of Fargo maintains a contract with Consolidated Communications for our telecommunications services. Over the years, a few peripheral changes have been made to adjust to new technologies and changing requirements.

We would like to renew the agreement with the changes codified in the new agreements.

The attached VOIP contract covers the redundant trunks that connect the City Hall phone system and the Fargodome phone system to the outside systems. The attached TDM contract covers all the individual phone line connections that we have throughout the city. Most of these individual lines are connected to fire systems in each of our facilities.

This contract was approved by the Finance Committee.

Funding for these contracts is in the Operations budgets for Information Services and the Fargodome.

**Suggested Motion:**

Direct appropriate staff to move forward with the renewing the communications contract with Consolidated Communications.

Thank you,

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

Ron Gronneberg  
CIO, City of Fargo

**BUSINESS SERVICES AGREEMENT**
**BSA ID** 00036310  
**Term Length** 36 Months

This Business Services Agreement is entered into by City of Fargo ("You" or "Customer") and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided (the "Company" or "CCI" or "We") and along with the General Terms and Conditions attached hereto and incorporated herein constitute the agreement (the "Agreement") for the provision of the Services requested by Customer below. Additionally, Customer and CCI may enter into one or more Service Addendum(s) with service-specific terms and conditions. Each such Addendum shall be attached to, governed by and incorporated into this Agreement. This Agreement is binding on Customer when Customer signs it (the "Effective Date"). The initial term ("Term") for each Service is set forth below. This Agreement shall continue in force for so long as any Service is provided hereunder.

**SERVICES REQUESTED.** The Service(s) requested by Customer to be provided by CCI under the Agreement are as follows:

City of Fargo  
 225 4th St N  
 Fargo, ND 58102-4817

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
3	Business Access Lines	N/A	0.00	21.95	65.85

City of Fargo Site Total:

Site MRC: \$ 65.85  
 Site NRC: \$ 0.00

City of Fargo  
 222 4th St N  
 Fargo, ND 58102-4817

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95  
 Site NRC: \$ 0.00

City of Fargo  
200 3th St N  
Fargo, ND 58102-4817

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
2	Business Access Lines	N/A	0.00	21.95	43.90
1	Toll Free		0.00	5.00	5.00

City of Fargo Site Total:

Site MRC: \$ 48.90  
Site NRC: \$ 0.00

City of Fargo  
1519 1<sup>st</sup> Ave S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
3	Business Access Lines	N/A	0.00	21.95	65.85

City of Fargo Site Total:

Site MRC: \$ 65.85  
Site NRC: \$ 0.00

City of Fargo  
1101 25<sup>th</sup> Ave N  
Fargo, ND 58102-4817

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95  
Site NRC: \$ 0.00

City of Fargo  
105 25<sup>th</sup> St N  
Fargo, ND 58102-4817

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
2	Business Access Lines	N/A	0.00	21.95	43.90

City of Fargo Site Total:

Site MRC: \$ 43.90

Site NRC: \$ 0.00

City of Fargo  
102 3<sup>rd</sup> St N  
Fargo, ND 58102-4817

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
6	Business Access Lines	N/A	0.00	21.95	131.70

City of Fargo Site Total:

Site MRC: \$ 131.70

Site NRC: \$ 0.00

City of Fargo  
101 2<sup>nd</sup> St S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
2301 8<sup>th</sup> Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
2401 13<sup>th</sup> Ave S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
4	Business Access Lines	N/A	0.00	21.95	87.80

City of Fargo Site Total:

Site MRC: \$ 87.80

Site NRC: \$ 0.00

City of Fargo  
2401 3<sup>rd</sup> Ave S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
2701 1<sup>st</sup> Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
2714 Broadway N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
2801 32<sup>nd</sup> Ave S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
3	Business Access Lines	N/A	0.00	21.95	65.85

City of Fargo Site Total:

Site MRC: \$ 65.85

Site NRC: \$ 0.00

City of Fargo  
2802 University Dr N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRC's") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
3020 25<sup>th</sup> St S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
3350 35<sup>th</sup> Ave S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
3400 Broadway St  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
2	Business Access Lines	N/A	0.00	21.95	43.90

City of Fargo Site Total:

Site MRC:

\$ 43.90

Site NRC:

\$ 0.00

City of Fargo  
3902 13<sup>th</sup> Ave S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC:

\$ 21.95

Site NRC:

\$ 0.00

City of Fargo  
3957 Village Lane S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
2	Business Access Lines	N/A	0.00	21.95	43.90

City of Fargo Site Total:

Site MRC:

\$ 43.90

Site NRC:

\$ 0.00

City of Fargo  
401 3<sup>rd</sup> Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC:

\$ 21.95

Site NRC:

\$ 0.00

City of Fargo  
402 23<sup>rd</sup> St N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
2	Business Access Lines	N/A	0.00	21.95	43.90

City of Fargo Site Total:

Site MRC:

\$ 43.90

Site NRC:

\$ 0.00

City of Fargo  
402 NP Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
2	Business Access Lines	N/A	0.00	21.95	43.90

City of Fargo Site Total:

Site MRC:

\$ 43.90

Site NRC:

\$ 0.00

City of Fargo  
419 3<sup>rd</sup> St N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
4501 7<sup>th</sup> Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
4630 15<sup>th</sup> Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
502 NP Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
3	Business Access Lines	N/A	0.00	21.95	65.85

City of Fargo Site Total:

Site MRC: \$ 65.85

Site NRC: \$ 0.00

City of Fargo  
510 5<sup>th</sup> St N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0.00	21.95	21.95

City of Fargo Site Total:

Site MRC: \$ 21.95

Site NRC: \$ 0.00

City of Fargo  
606 43 ½ St N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
2	Business Access Lines	N/A	0.00	21.95	43.90

City of Fargo Site Total:

Site MRC: \$ 43.90

Site NRC: \$ 0.00

City of Fargo  
637 NP Ave N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
3	Business Access Lines	N/A	0,00	21,95	65,85

City of Fargo Site Total:

Site MRC: \$ 65,85

Site NRC: \$ 0.00

City of Fargo  
650 23<sup>rd</sup> St N  
Fargo, ND 58102

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
3	Business Access Lines	N/A	0,00	21,95	65,85

City of Fargo Site Total:

Site MRC: \$ 65,85

Site NRC: \$ 0.00

City of Fargo  
930 40<sup>th</sup> St S  
Fargo, ND 58103

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	Business Access Lines	N/A	0,00	21,95	21,95

City of Fargo Site Total:

Site MRC: \$ 21,95

Site NRC: \$ 0.00

Total MRC: \$ 1,300.05  
Total NRC: \$ 0.00

Site Name	Site Notes

**CHARGES AND FEES.** The following reflect the charges and fees applicable to the Services ordered:

- (a) **Total base monthly recurring charge(s)** ("Monthly Recurring Charge(s)", or "MRC(s)") (the total of the base amounts payable each month for all Services (taxes and other charges are extra): \$1,300.05.
- (b) **(If applicable): One-time hardware** and related license purchases: \$ 0.00.
- (c) **Installation fee** (a one-time, non-recurring charge): \$ 0.00.

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by Customer. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. For information regarding Trouble Reporting and Maintenance Scheduling see [https://www.consolidated.com/trouble\\_reporting](https://www.consolidated.com/trouble_reporting). All pricing is exclusive of (i) any non-recurring charges incurred that are not reflected above, (ii) any usage or variable charges, (iii) all taxes and fees, and (iv) all charges incurred in connection with governmental or quasi- governmental assessments, which are payable by Customer. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. Customer is responsible for all individually-charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit. Costs for in-building or other site work beyond the demarcation point, including but not limited to installation of risers, ports, jacks, data drops or inside wiring, are additional. Rates are available upon request if Customer is interested in CCI performing installation of jacks, data drops, inside wiring or other items on Customer's premises.

**TERM OF SERVICES.** The initial Term for each Service is 36 Months and will begin on the date that the Service is first made available to Customer for use. Each of the Services will be provided for the Term set out above, but not less than a Term of twelve (12) months from the Service availability date except where either month to month is the contracted term or where applicable law provides otherwise. After the initial Term, this Agreement and the Term for each Service will automatically be extended on a month to month basis, unless either party provides at least thirty (30) days written notice of termination to the other.

**CANCELLATION CHARGE; EARLY TERMINATION CHARGE.** If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or installation fails because of your action or inaction, and is not later completed, you agree to pay to CCI a cancellation charge equal to four (4) months of Monthly Recurring Charge, plus all costs incurred by CCI in connection with the extension of facilities to your location and for installation, including both CCI and third party costs. The cancellation charge shall be paid to CCI not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If CCI or an affiliate has provided any equipment to you, the equipment must be returned to CCI in good condition or we will charge you for its cost. Notice of any Service termination must be submitted in writing to CCI. If you terminate any Service after the Service is first made available to you and before the end of the applicable Term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, an early termination charge will become immediately due and payable by you to us for the Service(s) involved as follows (i) you are responsible for 100% of the Monthly Recurring Charges for each affected Service for each of the first twelve (12) months remaining in the Term; and (ii) you are responsible for 50% of the Monthly Recurring Charges for each affected Service for any remaining period after the first twelve (12) months of the Term, if any. In addition to this early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination, (ii) any non-recurring charges (including any non-recurring charges that were waived by CCI at the time the Services were ordered) that are due or that become due and that are unpaid as of termination, (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs, (iv) all costs incurred by CCI, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you, and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to CCI in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a Term at least as long as the remaining Term on this Agreement.

**911 SERVICES; CONSENT TO SHARE INFORMATION.** If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer premises equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where the related CCI Service is actually installed by CCI. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You give consent to CCI to (i) share information with affiliates and

others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions, and (ii) provide information on other CCI Services.

**REGULATORY JURISDICTION ATTESTATION.** Customers must indicate whether traffic on their circuit(s) is interstate or intrastate. The traffic is considered Interstate if 10% or more of it does not originate or terminate in the same state where the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located. Please specify the circuits ordered as either jurisdictionally interstate or intrastate. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

Please indicate jurisdiction:

Interstate ☐

Intrastate ☒

CCI:

By: Terry Steen  
Terry Steen May 28, 2020 08:59 CDT

Name: Terry Steen

Title: Sales Manager

Signature Date: May 28, 2020  
00036310

City of Fargo  
(Customer):

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

**Customer Contact Information:**

Name:

Address:

Telephone:

Email Address:

The obligation of either party under this Agreement is not effective until it is signed by an authorized representative for each party.

## GENERAL TERMS AND CONDITIONS

1. **SERVICES.** These General Terms and Conditions along with the Business Services Agreement constitute the Agreement between the parties for the provision of Services requested by Customer hereunder. If a Service is tariffed the terms and conditions stated in the tariff apply. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at <https://www.consolidated.com/affiliates>.
2. **ACCESS.** You agree to provide or obtain for CCI reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with CCI during installation and other work related to the provision of Service. CCI will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by CCI at or near the Service location. If CCI is required to pay for access to serve you, whether on a one-time or recurring basis, you will be notified of the costs, and those costs will be passed on to you.
3. **COMPLIANCE WITH LAWS AND POLICIES.** Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is on line at <https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy>. CCI may update the AUP or other terms and conditions of use applicable to the Service at any time. A material violation of our AUP by you or any users of your Service may result in suspension or termination of Service.
4. **PAYMENT.** You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable taxes, fees and assessments, without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the "Due Date"). If you do not timely pay your bill, you will be responsible to pay prevailing interest and late charges applied to the amount unpaid. If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.
5. **BILL DISPUTES.** If you dispute any charges stated on an invoice, you are required to notify CCI in writing within thirty (30) days of the date of the disputed invoice. Your dispute notice must identify the specific charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. Notification of disputed charges shall not excuse payment of the remainder of the invoice, and you agree to pay by the Due Date all other invoiced charges not disputed in accordance with this section. Regardless of the basis of the dispute and unless prohibited by applicable law, if you fail to provide to CCI a written dispute notice as set forth above within six (6) months after the date of the affected invoice in which the disputed charge initially appears, you waive the right to dispute the charge and the invoice will become final and not subject to dispute for any purpose. Upon CCI's resolution of a dispute you will either be credited for disputed amounts resolved in your favor or must pay the disputed amounts found to be due.
6. **USE OF SERVICES.** You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you for your own use and cannot be resold by you unless specifically agreed to in writing by CCI.
7. **BREACH AND TERMINATION.** You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to CCI under this Agreement within ten (10) days of the date that it is due; (ii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than ten (10) days after written notice from CCI; (iii) if you cancel or repudiate this Agreement or any Service commitment; or (iv) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. In the event of a breach that is not timely cured, CCI may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If CCI takes action to collect amounts due, or to address any other breach, the prevailing party (with a court judgment) shall be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to CCI, subject to payment of all applicable cancellation or early termination charges.
8. **EQUIPMENT AND WIRING.** We may lease or otherwise provide you with equipment and/or inside wiring. The equipment will be identified and listed on a schedule or attachment. Customer is responsible for all wiring maintenance on its side of the demarcation point. Additional charges based on time and materials may be applied to Customer bill if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and you must return it to CCI when Service is terminated, in the same condition as when installed, reasonable wear and tear expected, and consistent with any requirement of law.
9. **INDEMNIFICATION.** Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) the Company may incur from any claim arising from Customer's use of the Service, or the use of Customer's Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, Customer's combination of any Service with other products or services not provided by the Company, any modification of the Service, or any breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service by the Customer. In such event, Customer agrees to defend and control any such litigation, including the payment of any settlement thereof, as the case may be; provided, however, Customer agrees not to acquiesce to any judgment or enter into any settlement that adversely affects the Company's rights or interests without the Company's prior written consent, such consent to be exercised in the Company's sole discretion. The Company hereby agrees to give Customer prompt notice of all claims and to cooperate in defending against the claim. Customer may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the Company's prior written consent, such consent to be exercised in the Company's sole discretion.
10. **REMEDIES; LIMITS ON LIABILITY.** Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by CCI or a CCI affiliate of this Agreement, are limited to the following: (i) repair of the Service, facilities, equipment or wiring; (ii) re-performance of work where that can be done; (iii) cancellation or termination of any Service not remedied by repair or re-performance, with no cancellation or early termination charge; (iv) an adjustment or credit to your bill; (v) a credit for certain qualifying outages; and (vi) in an appropriate case, injunctive relief related to confidentiality provisions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU SHALL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND SHALL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION SHALL NOT APPLY TO BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE SHALL BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law, neither CCI, any CCI affiliate, nor any person or entity utilized by CCI shall be liable for any of the following: (1) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (2) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (3) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (4) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (5) claims against you by any person or entity not a party to this Agreement.
11. **DISCLAIMER OF WARRANTY.** We will perform all installation and other work at the location where Service is provided in a competent manner, and any damage to such location will be promptly repaired or corrected. WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY THE COMPANY OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES SHALL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.
12. **TRANSFER AND ASSIGNMENT.** You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to CCI if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. CCI may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this section shall be void.
13. **FORCE MAJEURE.** We are not responsible for performance if we are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a force majeure event). This includes but is not limited to fire, flood, severe weather, civil unrest, terrorist or similar acts, any strike or labor stoppage, war, action or inaction by another person or entity, or any Acts of God.
14. **NOTICES.** All legal notices to Customer will be sent to the contact person and address set forth on the first page of this Agreement. All legal notices to CCI must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. All legal notices must be in writing and shall be mailed by certified or registered mail, postage prepaid, return receipt requested and shall be deemed given on the third (3rd) business day after the date of posting in a United States Post Office, or (ii) given by a nationally recognized overnight courier and shall be deemed given one day after delivery to the overnight courier. Either party can change the notice address on written notice to the other in accordance with this Section.
15. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL AND CERTAIN CLAIMS.** This Agreement, its formation, construction and interpretation shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.
16. **GENERAL.** The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Services, Moves, Adds and Changes (MACs), a person authorized on your account may request a change to the Services via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement with all attachments and exhibits constitutes the entire agreement of the parties.

## ATTACHMENT 1

**INSERT ANY SERVICE SPECIFIC TERMS AND CONDITIONS  
AND  
ANY APPLICABLE SLA RELATED TO THE INITIAL SERVICE ORDER**

(THERE MAY BE NONE)

**Long Distance Services**

**Domestic Outbound 1+ Calling**

Long Distance Calls originated by Customer dialing 1+ AC + 7 digit number to locations throughout North America (including all 50 states), Puerto Rico, Guam, Saipan, and US Virgin Islands. Rates include transport and call termination.

**Domestic Inbound 1+ Calling (Toll Free Services)**

Long Distance calls terminated to Customer without charge to the originating caller for calls made from locations throughout the United States, Canada, or the Caribbean. Rates include call origination and transport of calls.

**Services Provided:**

Customer has access to Provider's LD Service 7 days per week, 24 hours per day and may transmit video, data and other communications of their choice to intrastate (within the state) or interstate (outside the state) destinations.

Where Customer contracts with Provider for Long Distance services, Provider will restrict international toll, utilizing 01 1+ dialing pattern, and off-shore domestic toll to non-U.S. countries, utilizing 1+ dialing pattern. Such restriction may be removed by the Provider if requested in writing by the Customer. Customer is responsible for its network security management and agrees to safeguard against unauthorized access to the long distance network, and to assume financial liability if such security fails. In the event such unauthorized access occurs that stimulates toll usage billing, the customer is responsible to pay for all toll traffic switch expenses incurred caused by the unauthorized access. Customer hereby agrees to indemnify and defend Provider from and against any claims or charges made against or incurred by Provider resulting from all authorized or unauthorized toll and long distance charges.

**Additional Provisions for Long Distance Services**

Customer will be billed for domestic long distance service on a usage basis in six (6) second increments with a six (6) second increment minimum. Customer will be billed for international long distance service on a usage basis in sixty (60) second increments with a sixty (60) second increment minimum.

Rates for services are dependent upon the Customer's service commitment in agreement with Company.

**Optional Calling Plans** are available in bundled minutes.

Optional Calling Plans are applied at the billing account level. The minutes of use for all phone numbers under the billing account can be eligible under the Optional Calling Plan depending on call type and jurisdiction. Operator Assistance, Directory Assistance and international calls outside the US and Canada are not included in minutes of an Optional Calling Plan. All Optional Calling Plan minutes are applied to calls on a "first in" basis by billing cycle for the entire billing account. International calls will be billed at Provider's current international rates published on [www.consolidated.com/ldrates](http://www.consolidated.com/ldrates).

**Limitation of Company's Liability**

Without limiting the general terms of the Agreement, the Customer assumes all risks other than those resulting from gross negligence or willful misconduct associated with the provision of long distance Services and delivery of messages, and the liability of Provider for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the long distance Services provided shall not exceed its billed charges for the defective call or calls.

**BUSINESS SERVICES AGREEMENT**
**BSA ID** 00036994  
**Term Length** 36 Months

This Business Services Agreement is entered into by City of Fargo ("You" or "Customer") and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided (the "Company" or "CCI" or "We") and along with the General Terms and Conditions attached hereto and incorporated herein constitute the agreement (the "Agreement") for the provision of the Services requested by Customer below. Additionally, Customer and CCI may enter into one or more Service Addendum(s) with service-specific terms and conditions. Each such Addendum shall be attached to, governed by and incorporated into this Agreement. This Agreement is binding on Customer when Customer signs it (the "Effective Date"). The initial term ("Term") for each Service is set forth below. This Agreement shall continue in force for so long as any Service is provided hereunder.

**SERVICES REQUESTED.** The Service(s) requested by Customer to be provided by CCI under the Agreement are as follows:

City of Fargo City Hall  
 225 4th St N  
 Fargo, ND 58102-4817

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	VoIP Bandwidth	50M	0.00	50.00	50.00
1	Static IP Subnet	Static IPv4 - /30 (1 usable IP)	0.00	4.00	4.00
111	DIDs	On Net:Individual	0.00	0.15	16.65
80	SIP Trunks		0.00	15.00	1,200.00
1	Optional Calling Plans (OCPs)	20000 LD w/Toll Free	0.00	425.00	425.00
3	Toll Free Access		0.00	5.00	15.00
7	MELs		0.00	13.00	91.00
7	Call Forward	Call Forward-Fixed	0.00	3.00	21.00
33	Directory Listing	Additional	0.00	6.00	198.00

City of Fargo City Hall Site Total:

Site MRC: \$ 2,020.65  
 Site NRC: \$ 0.00

City of Fargo Shop  
4630 15th Ave N  
Fargo, ND 58102-5801

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	VoIP Bandwidth	50M	0.00	50.00	50.00
1	Static IP Subnet	Static IPv4 - /30 (1 usable IP)	0.00	4.00	4.00
1,080	DIDs	On Net:Individual	0.00	0.15	162.00
40	SIP Trunks		0.00	15.00	600.00

City of Fargo Shop Site Total:

Site MRC: \$ 816.00  
Site NRC: \$ 0.00

Fargodome  
1800 University Dr N  
Fargo, ND 58102-2241

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) <u>Total</u> of Monthly Recurring Charges ("MRC(s)") by Service
1	VoIP Bandwidth	50M	0.00	50.00	50.00
1	Static IP Subnet	Static IPv4 - /30 (1 usable IP)	0.00	4.00	4.00
203	DIDs	On Net:Individual	0.00	0.15	30.45
30	SIP Trunks		0.00	15.00	450.00

Fargodome Site Total:

Site MRC: \$ 534.45  
Site NRC: \$ 0.00

Total MRC: \$ 3,371.10  
Total NRC: \$ 0.00

Site Name	Site Notes
City of Fargo City Hall	
City of Fargo Shop	
Fargodome	

**CHARGES AND FEES.** The following reflect the charges and fees applicable to the Services ordered:

- (a) **Total base monthly recurring charge(s)** ("Monthly Recurring Charge(s)", or "MRC(s)") (the total of the base amounts payable each month for all Services (taxes and other charges are extra): \$ 3,371.10.
- (b) **(If applicable): One-time hardware** and related license purchases: \$ 0.00.
- (c) **Installation fee** (a one-time, non-recurring charge): \$ 0.00.

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by Customer. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. For information regarding Trouble Reporting and Maintenance Scheduling see [https://www.consolidated.com/trouble\\_reporting](https://www.consolidated.com/trouble_reporting). All pricing is exclusive of (i) any non-recurring charges incurred that are not reflected above, (ii) any usage or variable charges, (iii) all taxes and fees, and (iv) all charges incurred in connection with governmental or quasi-governmental assessments, which are payable by Customer. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. Customer is responsible for all individually-charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit.

Costs for in-building or other site work beyond the demarcation point, including but not limited to installation of risers, ports, jacks, data drops or inside wiring, are additional. Rates are available upon request if Customer is interested in CCI performing installation of jacks, data drops, inside wiring or other items on Customer's premises.

**TERM OF SERVICES.** The initial Term for each Service is 36 Months and will begin on the date that the Service is first made available to Customer for use. Each of the Services will be provided for the Term set out above, but not less than a Term of twelve (12) months from the Service availability date except where either month to month is the contracted term or where applicable law provides otherwise. After the initial Term, this Agreement and the Term for each Service will automatically be extended on a month to month basis, unless either party provides at least thirty (30) days written notice of termination to the other.

**CANCELLATION CHARGE; EARLY TERMINATION CHARGE.** If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or installation fails because of your action or inaction, and is not later completed, you agree to pay to CCI a cancellation charge equal to four (4) months of Monthly Recurring Charge, plus all costs incurred by CCI in connection with the extension of facilities to your location and for installation, including both CCI and third party costs. The cancellation charge shall be paid to CCI not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If CCI or an affiliate has provided any equipment to you, the equipment must be returned to CCI in good condition or we will charge you for its cost. Notice of any Service termination must be submitted in writing to CCI. If you terminate any Service after the Service is first made available to you and before the end of the applicable Term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, an early termination charge will become immediately due and payable by you to us for the Service(s) involved as follows (i) you are responsible for 100% of the Monthly Recurring Charges for each affected Service for each of the first twelve (12) months remaining in the Term; and (ii) you are responsible for 50% of the Monthly Recurring Charges for each affected Service for any remaining period after the first twelve (12) months of the Term, if any. In addition to this early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination, (ii) any non-recurring charges (including any non-recurring charges that were waived by CCI at the time the Services were ordered) that are due or that become due and that are unpaid as of termination, (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs, (iv) all costs incurred by CCI, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you, and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to CCI in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a Term at least as long as the remaining Term on this Agreement.

**911 SERVICES; CONSENT TO SHARE INFORMATION.** If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer premises equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where the related CCI Service is actually installed by CCI. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You give consent to CCI to (i) share information with affiliates and

others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions, and (ii) provide information on other CCI Services.

**REGULATORY JURISDICTION ATTESTATION.** Customers must indicate whether traffic on their circuit(s) is interstate or intrastate. The traffic is considered Interstate if 10% or more of it does not originate or terminate in the same state where the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located. Please specify the circuits ordered as either jurisdictionally interstate or intrastate. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

Please indicate jurisdiction:

Interstate ☐

Intrastate ☒

CCI: Mike Olsen  
By: Mike Olsen (May 28, 2020 12:29 CDT)  
Name: Mike Olsen  
Title: Vice President  
Signature Date: May 28, 2020  
00036994

**City of Fargo  
(Customer):**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_  
Tax ID: \_\_\_\_\_

**Customer Contact Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

The obligation of either party under this Agreement is not effective until it is signed by an authorized representative for each party.

## GENERAL TERMS AND CONDITIONS

1. **SERVICES.** These General Terms and Conditions along with the Business Services Agreement constitute the Agreement between the parties for the provision of Services requested by Customer hereunder. If a Service is tariffed the terms and conditions stated in the tariff apply. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at <https://www.consolidated.com/affiliates>.
2. **ACCESS.** You agree to provide or obtain for CCI reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with CCI during installation and other work related to the provision of Service. CCI will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by CCI at or near the Service location. If CCI is required to pay for access to serve you, whether on a one-time or recurring basis, you will be notified of the costs, and those costs will be passed on to you.
3. **COMPLIANCE WITH LAWS AND POLICIES.** Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is on line at <https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy>. CCI may update the AUP or other terms and conditions of use applicable to the Service at any time. A material violation of our AUP by you or any users of your Service may result in suspension or termination of Service.
4. **PAYMENT.** You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable taxes, fees and assessments, without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the "Due Date"). If you do not timely pay your bill, you will be responsible to pay prevailing interest and late charges applied to the amount unpaid. If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.
5. **BILL DISPUTES.** If you dispute any charges stated on an invoice, you are required to notify CCI in writing within thirty (30) days of the date of the disputed invoice. Your dispute notice must identify the specific charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. Notification of disputed charges shall not excuse payment of the remainder of the invoice, and you agree to pay by the Due Date all other invoiced charges not disputed in accordance with this section. Regardless of the basis of the dispute and unless prohibited by applicable law, if you fail to provide to CCI a written dispute notice as set forth above within six (6) months after the date of the affected invoice in which the disputed charge initially appears, you waive the right to dispute the charge and the invoice will become final and not subject to dispute for any purpose. Upon CCI's resolution of a dispute you will either be credited for disputed amounts resolved in your favor or must pay the disputed amounts found to be due.
6. **USE OF SERVICES.** You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you for your own use and cannot be resold by you unless specifically agreed to in writing by CCI.
7. **BREACH AND TERMINATION.** You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to CCI under this Agreement within ten (10) days of the date that it is due; (ii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than ten (10) days after written notice from CCI; (iii) if you cancel or repudiate this Agreement or any Service commitment; or (iv) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. In the event of a breach that is not timely cured, CCI may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If CCI takes action to collect amounts due, or to address any other breach, the prevailing party (with a court judgment) shall be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to CCI, subject to payment of all applicable cancellation or early termination charges.
8. **EQUIPMENT AND WIRING.** We may lease or otherwise provide you with equipment and/or inside wiring. The equipment will be identified and listed on a schedule or attachment. Customer is responsible for all wiring maintenance on its side of the demarcation point. Additional charges based on time and materials may be applied to Customer bill if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and you must return it to CCI when Service is terminated, in the same condition as when installed, reasonable wear and tear expected, and consistent with any requirement of law.
9. **INDEMNIFICATION.** Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) the Company may incur from any claim arising from Customer's use of the Service, or the use of Customer's Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, Customer's combination of any Service with other products or services not provided by the Company, any modification of the Service, or any breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service by the Customer. In such event, Customer agrees to defend and control any such litigation, including the payment of any settlement thereof, as the case may be, provided, however, Customer agrees not to acquiesce to any judgment or enter into any settlement that adversely affects the Company's rights or interests without the Company's prior written consent. Such consent to be exercised in the Company's sole discretion. The Company hereby agrees to give Customer prompt notice of all claims and to cooperate in defending against the claim. Customer may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the Company's prior written consent, such consent to be exercised in the Company's sole discretion.
10. **REMEDIES; LIMITS ON LIABILITY.** Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by CCI or a CCI affiliate of this Agreement, are limited to the following: (i) repair of the Service, facilities, equipment or wiring; (ii) re-performance of work, where that can be done; (iii) cancellation or termination of any Service not remedied by repair or re-performance, with no cancellation or early termination charge; (iv) an adjustment or credit to your bill; (v) a credit for certain qualifying outages; and (vi) in an appropriate case, injunctive relief related to confidentiality provisions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU SHALL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND SHALL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE TRIGGERING EVENT, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE SHALL BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law, neither CCI, any CCI affiliate, nor any person or entity utilized by CCI, shall be liable for any of the following: (1) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (2) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (3) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (4) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree, and (5) claims against you by any person or entity not a party to this Agreement.
11. **DISCLAIMER OF WARRANTY.** We will perform all installation and other work at the location where Service is provided in a competent manner, and any damage to such location will be promptly repaired or corrected. WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY THE COMPANY OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES SHALL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.
12. **TRANSFER AND ASSIGNMENT.** You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to CCI if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. CCI may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this section shall be void.
13. **FORCE MAJEURE.** We are not responsible for performance if we are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a force majeure event). This includes but is not limited to fire, flood, severe weather, civil unrest, terrorist or similar acts, any strike or labor stoppage, war, action or inaction by another person or entity, or any Acts of God.
14. **NOTICES.** All legal notices to Customer will be sent to the contact person and address set forth on the first page of this Agreement. All legal notices to CCI must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. All legal notices must be in writing and shall be mailed by certified or registered mail, postage prepaid, return receipt requested and shall be deemed given on the third (3rd) business day after the date of posting in a United States Post Office, or (iii) given by a nationally recognized overnight courier and shall be deemed given one day after delivery to the overnight courier. Either party can change the notice address on written notice to the other in accordance with this Section.
15. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL AND CERTAIN CLAIMS.** This Agreement, its formation, construction and interpretation shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.
16. **GENERAL.** The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Services, Moves, Adds and Changes (MAC's), a person authorized on your account may request a change to the Services via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement with all attachments and exhibits constitutes the entire agreement of the parties.

## ATTACHMENT 1

**INSERT ANY SERVICE SPECIFIC TERMS AND CONDITIONS  
AND  
ANY APPLICABLE SLA RELATED TO THE INITIAL SERVICE ORDER**

**(THERE MAY BE NONE)**

**Dedicated Internet Services**

**Interconnection Specifications**

Internet service will be delivered using American National Standards Institute (ANSI) specifications. The signal characteristics and supported MAC Layers at the Network Interface (NI) will be as specified in the ANSI standards. The Physical NI will be dependent on the physical data rate contracted.

**Performance Standards: General**

Internet availability standards apply on a one-way basis between the Internet Service point of demarcation (DEMARC) and Provider's ingress/egress Internet uplinks. Internet service performance standards apply on a one-way basis between Provider's edge router and Provider's ingress/egress Internet uplinks. Internet service standards exclude nonperformance due to force majeure or planned interruptions for necessary maintenance purposes. The actual availability and performance of Internet service may be affected by the Customer provided equipment, dependent upon the type and quality of Customer equipment used.

**Latency and Packet Loss**

Performance is noted in terms of latency and packet loss. Latency is defined as the average time it takes a packet to travel round trip from Provider's edge routers and the Internet ingress/egress points over a given measurement interval. Packet Loss Ratio is defined as percentage of in-profile Internet frames not reliably delivered between Provider's edge routers and the Internet ingress/egress points over a given measurement interval. The Latency and Packet Loss Ratio standards for Internet service are:

Specification	Monthly Average
Latency	No more than 30ms
Packet Loss Ratio	No more than 0.5%

**Availability Objective**

Availability is a percentage of total time that service is operative when measured over a 30 consecutive day (720 hour) period. The end-to-end availability standards for Internet service are:

Specification	Availability
With Single Cable Entrance	99.90%
With Dual Cable Entrance	99.99%

**Inoperability**

Internet service is considered inoperative when there has been a loss of signal, or a packet loss ratio greater than 0.5%.

**Repair and Scheduled Maintenance**

Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of Internet service by the customer for testing. Customer will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards shall not apply during scheduled maintenance periods.

### Long Distance Services

**Domestic Outbound 1+ Calling**

Long Distance Calls originated by Customer dialing 1+ AC + 7 digit number to locations throughout North America (including all 50 states), Puerto Rico, Guam, Saipan, and US Virgin Islands. Rates include transport and call termination.

**Domestic Inbound 1+ Calling (Toll Free Services)**

Long Distance calls terminated to Customer without charge to the originating caller for calls made from locations throughout the United States, Canada, or the Caribbean. Rates include call origination and transport of calls.

**Services Provided:**

Customer has access to Provider's LD Service 7 days per week, 24 hours per day and may transmit video, data and other communications of their choice to intrastate (within the state) or interstate (outside the state) destinations.

Where Customer contracts with Provider for Long Distance services, Provider will restrict international toll, utilizing 011+ dialing pattern, and off-shore domestic toll to non-U.S. countries, utilizing 1+ dialing pattern. Such restriction may be removed by the Provider if requested in writing by the Customer. Customer is responsible for its network security management and agrees to safeguard against unauthorized access to the long distance network, and to assume financial liability if such security fails. In the event such unauthorized access occurs that stimulates toll usage billing, the customer is responsible to pay for all toll traffic switch expenses incurred caused by the unauthorized access. Customer hereby agrees to indemnify and defend Provider from and against any claims or charges made against or incurred by Provider resulting from all authorized or unauthorized toll and long distance charges.

**Additional Provisions for Long Distance Services**

Customer will be billed for domestic long distance service on a usage basis in six (6) second increments with a six (6) second increment minimum. Customer will be billed for international long distance service on a usage basis in sixty (60) second increments with a sixty (60) second increment minimum.

Rates for services are dependent upon the Customer's service commitment in agreement with Company.

**Optional Calling Plans** are available in bundled minutes.

Optional Calling Plans are applied at the billing account level. The minutes of use for all phone numbers under the billing account can be eligible under the Optional Calling Plan depending on call type and jurisdiction. Operator Assistance, Directory Assistance and international calls outside the US and Canada are not included in minutes of an Optional Calling Plan. All Optional Calling Plan minutes are applied to calls on a "first in" basis by billing cycle for the entire billing account. International calls will be billed at Provider's current international rates published on [www.consolidated.com/ldrates](http://www.consolidated.com/ldrates).

**Limitation of Company's Liability**

Without limiting the general terms of the Agreement, the Customer assumes all risks other than those resulting from gross negligence or willful misconduct associated with the provision of long distance Services and delivery of messages, and the liability of Provider for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the long distance Services provided shall not exceed its billed charges for the defective call or calls.





(13)

## PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

May 27<sup>th</sup>, 2020

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

RE: RFP20090 - (2) Automated Side Load and (2) Front Load Refuse Truck's

Commissioners:

On May 22<sup>nd</sup>, 2020, proposals were received and read for two (2) Automated Side-Load and two (2) Front Load Refuse Truck's (RFP20090). Proposals were submitted by the following vendors. The results are as follows:

<u>Auto Side Load Firm</u>	<u>Price w/Trade</u>
<b>Northern Truck (Heil)</b>	<b>\$407,210.00</b>
Northern Truck (Curbtender)	\$408,380.00
Sanitation Products (Labrie-M2)	\$435,998.00
Sanitation Products (Labrie-520)	\$484,978.00
Olympic Sales (New Way)	\$451,988.58

<u>Front Load Firm</u>	<u>Price w/Trade</u>
<b>Northland Truck Sales (New Way)</b>	<b>\$436,133.62</b>
Northern Truck (Curbtender)	\$440,852.00
Northern Truck (Heil)	\$447,644.00
Sanitation Products (Labrie)	\$456,750.00
Northern Truck (EZ Pack)	\$459,180.00
RDO Truck Center (Bridgeport)	\$468,434.00

The review committee consisting of Terry Ludlum, Dave Rheault, and Tanner Smedshammer determined that all vendors met the required specifications and the prices were within expected parameters. Our recommendation is to award Northern Truck Equipment for the Auto Side Load Refuse Truck's and Northland Truck Sales for the Front Load Refuse Truck's. A 5-year lease will be procured for the full cost from both vendors at the time they are received. Funding for this project has been included in the 2020 Solid Waste budget. Please note that lead times for delivery and payment will be approximately nine months from date of order.

### SUGGESTED MOTION:

Approve the recommendation to purchase / lease two (2) Automated Side Load Refuse Truck's from Northern Truck Equipment for the purchase price of \$407,210.00 and two (2) Front Load Refuse Truck's from Northland Truck Sales for the purchase price of \$436,133.62.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist

**Request for Proposals (RFP20090)****Auto side load**

5/22/20

Solid Waste Dept

**Proposal Evaluation Summary**

	<b>Northern Truck</b>	<b>Northern Truck</b>	<b>Olympic Sales</b>	<b>Sanitation Products</b>	<b>Sanitation Products</b>
<b>Body Manf.</b>	Heil	Curbtender	Neway	Labrie	Labrie
<b>Body Model</b>	Rapid Rail	Powerpak	Sidewinder29	Automizer	Automizer
<b>Chassis Make</b>	Freightliner	Freightliner	Freightliner	Peterbilt	Freightliner
<b>Chassis Model</b>	SD108	SD108	SD108	\$520.00	M2
<b>Price</b>	\$205,855.00	\$206,440.00	\$233,494.29	\$244,989.00	\$220,499.00
<b>TOTAL PRICE FOR 2</b>	\$411,710.00	\$412,880.00	\$466,988.58	\$489,978.00	\$440,998.00
<b>Trade in Unit 161</b>	\$4,500.00	\$4,500.00	\$15,000.00	\$5,000.00	\$5,000.00
<b>TOTAL WITH TRADE</b>	\$407,210.00	\$408,380.00	\$451,988.58	\$484,978.00	\$435,998.00
<b>Delivery</b>	280		360	180	180

**Request for Proposals (RFP20090)****Front Load Refuse Truck**

5/22/20

Solid Waste Dept

**Proposal Evaluation Summary**

	Northern Truck	Northern Truck	Northland Truck	Sanitation Products	Northern Truck	RDO Truck Center
Body Make	Heil	Curbtender	Neway	Labrie	EZ Pack	Bridgeport
Body Model	Half Pack	Titan	40 Mammoth	Witke Starlight	Hercules	Frontier
Chassis Make	Peterbilt	Peterbilt	Peterbilt	Peterbilt	Peterbilt	Mack
Chassis Model	520	520	520	520	520	TE64R
Price	\$226,072.00	\$222,676.00	\$225,566.81	\$229,625.00	\$231,840.00	\$234,217.00
TOTAL PRICE FOR 2	\$452,144.00	\$445,352.00	\$451,133.62	\$459,250.00	\$463,680.00	\$468,434.00
Trade in Unit 182	\$4,500.00	\$4,500.00	\$15,000.00	\$2,500.00	\$4,500.00	\$0.00
TOTAL WITH TRADE	\$447,644.00	\$440,852.00	\$436,133.62	\$456,750.00	\$459,180.00	\$468,434.00
Delivery		280	240	180	285	199

May 12, 2020

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

**Re: 2020 FARGO/CASS COUNTY MOSQUITO CONTROL AGREEMENT**

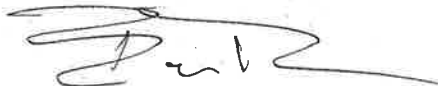
Commissioners:

Enclosed please find the Fargo/Cass Mosquito Control Agreement for the 2020 mosquito season. At this time, the enclosed contract has been fully reviewed and approved by city staff. The Fargo contract costs have remained consistent with the 2019 contract and no changes have been made.

All funding associated with the enclosed agreement has been fully accounted for within the 2020 vector control budget.

**RECOMMENDED MOTION:** I/we hereby move to approve and authorize the execution of the enclosed Mosquito Control Agreement with Cass County for 2020.

Respectfully submitted,



Ben Dow  
Director of Public Works

2020 MOSQUITO CONTROL AGREEMENT  
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2020 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3<sup>rd</sup> Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2020 season, approximately \$794,500 in Vector Control Mill funds has been designated for the Countywide Vector Program. COUNTY funds will be used within the CITY and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
2. In addition to service provided in paragraph 1, COUNTY will provide services within the CITY for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in and surrounding Fargo including parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The COUNTY Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical and administrative assistance as necessary.
3. CITY agrees to provide funding to support the activities referred to in paragraph 2. The total cost for these activities is \$290,000. Estimated start date and end dates for activities is April 15<sup>th</sup> to October 1<sup>st</sup> respectively.
4. COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
5. CITY agrees to fund fifty percent (50%) of the activities described in paragraph 4. COUNTY agrees to fund fifty percent (50%) of the activities described in paragraph 3. Anticipated total cost of services defined in paragraph 4 are estimated to not exceed \$40,000 Fargo.
6. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
7. CITY agrees to fund the cost of city-wide adult mosquito spraying at \$3,000 per full application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
8. If funding needed to maintain activities in paragraph 2 and paragraph 5 is forecasted to exceed \$302,000 COUNTY must provide CITY with written notice requesting contract adjustment 14 days prior to contract funding shortfall. All COUNTY contract adjustments will receive acceptance or rejection through written notice by CITY within 10 days of request. Failure by CITY to respond to COUNTY within 10 days of request will constitute CITY acceptance of contract adjustments.

All requests for contract adjustments shall be submitted to:

Fargo Public Works  
402 23<sup>rd</sup> Street N.  
Fargo, ND 58102

9. If COUNTY fails to comply with paragraph 6, all costs associated with activities outlined in paragraph 2 exceeding contracted dollar amounts will be the sole responsibility of COUNTY to fund.
10. COUNTY will fund up to \$73,000 for one (1) aerial spray application or comparable partial applications within the metro area including within CITY limits and surrounding area when determined necessary.
11. CITY agrees to fund any additional costs for aerial spraying above or beyond paragraph 8 when CITY requests the contracted services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval or after expressed written permission is given by the CITY authorizing the Vector Control Director as its agent to make the determination.
12. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
13. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission



Date

5-18-2020

Mayor, City of Fargo

Date

June 1, 2020

Honorable Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, North Dakota 58102

RE: Memorandum of Offer to Landowner  
Temporary Construction Easements  
Project WW1701- Wastewater Treatment Plant Phase IIB Expansion

Dear Commissioners:

On May 4<sup>th</sup>, 2020 the Fargo City Commission approved a bid award for work associated with the Wastewater Treatment Facility - Phase II B Expansion. These improvements are included in the Wastewater Utility 20 year CIP with the project costs funded with a 30 year 2% Clean Water SRF Loan. The debt service is to be funded with rate revenues. The Phase II B Expansion will improve and increase treatment capacity to accommodate Fargo growth and further regionalization. The approved low base bid was the Combined Contract from PKG Contracting Inc. Construction will proceed once the attached temporary construction easements are executed.

Enclosed you will find a Memorandum of Offer to Landowner document for the acquisition of two temporary construction easements in association with Project WW1701. A final price has been reached at this time and we are requesting authorization from the Commission to proceed with the purchases. All land acquisition procedures have been followed and the City Engineers office and Wastewater Utility recommend purchase.

Recommended Motion

Approve and authorize purchase of two temporary construction easements from Van Raden Properties, Inc. and Roger W. Anda respectively, in association with Project WW1701 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Respectfully Submitted,



Jim Hausauer  
Wastewater Utility Director

C: Shawn Bullinger  
Nancy Morris  
Bruce Grubb

Project WW1701	County Cass	Parcel(s) 01-3540-00080-000
Landowner Van Raden Properties Inc.		
Mailing Address Box 510 Fargo, ND 58107-0510		

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


See attached exhibit(s).

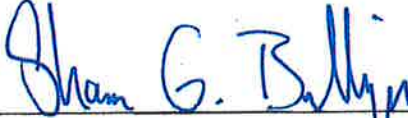
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 6,314.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	6,314.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	6,314.00

\*Description of Damages to Remainder are as follows:

--

  
Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

  
Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo

Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

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



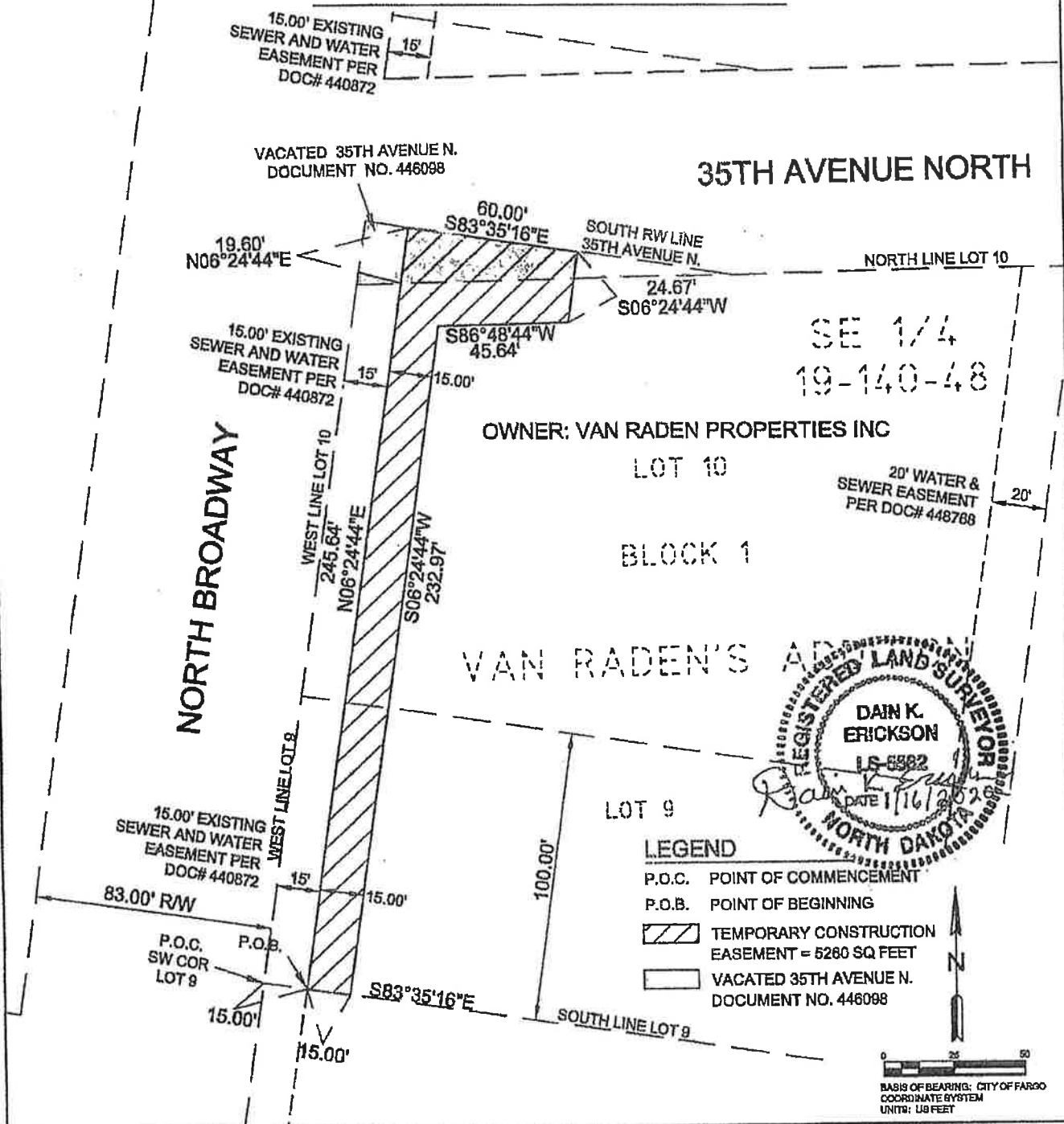
Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

# EASEMENT EXHIBIT "A"



**Apex**  
Engineering Group

**TEMPORARY CONSTRUCTION EASEMENT**  
**FARGO WWTF RECONSTRUCTION**  
**LOTS 9 & 10, BLOCK 1**  
**VAN RADEN'S ADDITION**  
**FARGO, NORTH DAKOTA**

Apex Project #: 18.102.0114  
Date: 1/10/2020  
Drawn By: Boyd E  
Checked By: Dain E  
Approved By: Dain E

## EASEMENT EXHIBIT "A"

### Temporary Construction Easement

That part of Lots 9 and 10, Block 1, VAN RADEN'S ADDITION to the City of Fargo, Cass County, North Dakota, and that part of the vacated 35TH Avenue North right of way which was vacated in Document No. 446098 on file and of record in the office of the county recorder in said Cass County, more particularly described as follows:

Commencing at the southwest corner of said Lot 9; thence South 83 degrees 35 minutes 16 seconds East, along the south line of said Lot 9, a distance of 15.00 feet to the east line of an existing 15.00 foot wide sewer and water easement and the point of beginning; thence North 06 degrees 24 minutes 44 seconds East, along the east line of said sewer and water easement 245.64 feet to the north line of said Lot 10; thence continuing North 06 degrees 24 minutes 44 seconds East, along the east line of said existing 15.00 foot wide sewer and water easement, a distance of 19.60 feet to the south right of way line of said 35TH Avenue North; thence South 83 degrees 35 minutes 16 seconds East, along said south right of way line, a distance of 60.00 feet; thence South 06 degrees 24 minutes 44 seconds West, a distance of 24.67 feet; thence South 86 degrees 48 minutes 44 seconds West, a distance of 45.64 feet; thence South 06 degrees 24 minutes 44 seconds West, parallel with the east line of said existing 15.00 foot wide sewer and water easement, a distance of 232.97 feet to the south line of said Lot 9; thence North 83 degrees 35 minutes 16 seconds West, along said south line, a distance of 15.00 feet to the point of beginning.

Said easement contains 5260 square feet, more or less.



### SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the state of North Dakota.

*Dain K. Erickson*  
Dain K. Erickson, PLS      Reg. No. LS-5582

Date: 1/16/2020



**TEMPORARY CONSTRUCTION EASEMENT  
FARGO WWTF RECONSTRUCTION  
LOTS 9 & 10, BLOCK 1  
VAN RADEN'S ADDITION  
FARGO, NORTH DAKOTA**

Apex Project #: 18.102.0114  
Date: 1/10/2020  
Drawn By: Royd E  
Checked By: Dain E  
Approved By: Dain E

**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **VAN RADEN PROPERTIES, INC.**, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lots 9 and 10, Block 1, VAN RADEN'S ADDITION to the City of Fargo, Cass County, North Dakota, and that part of the vacated 35TH Avenue North right of way which was vacated in Document No. 446098 on file and of record in the office of the county recorder in said Cass County, more particularly described as follows:

Commencing at the southwest corner of said Lot 9; thence South 83 degrees 35 minutes 16 seconds East, along the south line of said Lot 9, a distance of 15.00 feet to the east line of an existing 15.00 foot wide sewer and water easement and the point of beginning; thence North 06 degrees 24 minutes 44 seconds East, along the east line of said sewer and water easement 245.64 feet to the north line of said Lot 10; thence continuing North 06 degrees 24 minutes 44 seconds East, along the east line of said existing 15.00 foot wide sewer and water easement, a distance of 19.60 feet to the south right of way line of said 35TH Avenue North; thence South 83 degrees 35 minutes 16 seconds East, along said south right of way line, a distance of 60.00 feet; thence South 06 degrees 24 minutes 44 seconds West, a distance of 24.67 feet; thence South 86 degrees 48 minutes 44 seconds West, a distance of 45.64 feet; thence South 06 degrees 24 minutes 44 seconds West, parallel with the east line of said existing 15.00 foot wide sewer and water

easement, a distance of 232.97 feet to the south line of said Lot 9; thence North 83 degrees 35 minutes 16 seconds West, along said south line, a distance of 15.00 feet to the point of beginning.

Said easement contains 5260 square feet, more or less.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on May 31, 2024.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed  
this 30<sup>TH</sup> day of APRIL, 2020.

GRANTOR:  
Van Raden Properties, Inc.

By: [Signature]

Its: PRESIDENT

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

On this 30<sup>TH</sup> day of APRIL, 2020, before me, a notary public in and for said county and state, personally appeared ROBERT VAN RADEN, the PRESIDENT of **Van Raden Properties, Inc.** to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL) 

GLENN A. BENDER Notary Public State of North Dakota My Commission Expires Sept. 10, 2022
---

[Signature]  
Notary Public  
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal  
corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
City of Fargo, Engineering Department  
225 4th Street North,  
Fargo, ND 58102  
701-241-1545

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
701-280-1901  
nmorris@lawfargo.com

Project WW1701	County Cass	Parcel(s) 01-0490-00010-000
Landowner Roger W. Anda		
Mailing Address 1336 25th Ave S - Unit 200 Fargo, ND 58103		

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

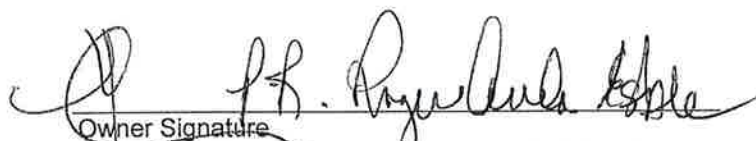
See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,200.00 as full compensation for the fee and/or temporary taking of the foreshaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	<u>1,200.00</u>
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	<u>1,200.00</u>

\*Description of Damages to Remainder are as follows:

--

  
Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

  
Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo

Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.



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

Timothy J. Mahoney  
MAYOR

SIGNATURE

DATE

## EASEMENT EXHIBIT "A"

### Temporary Construction Easement

That part of Lot 1, COLONY ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The south 100.00 feet of the north 150.00 feet of the east 100.00 feet of said Lot 1.

Said easement contains 1,000 square feet, more or less.



### SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the state of North Dakota.

*Dain K. Erickson*

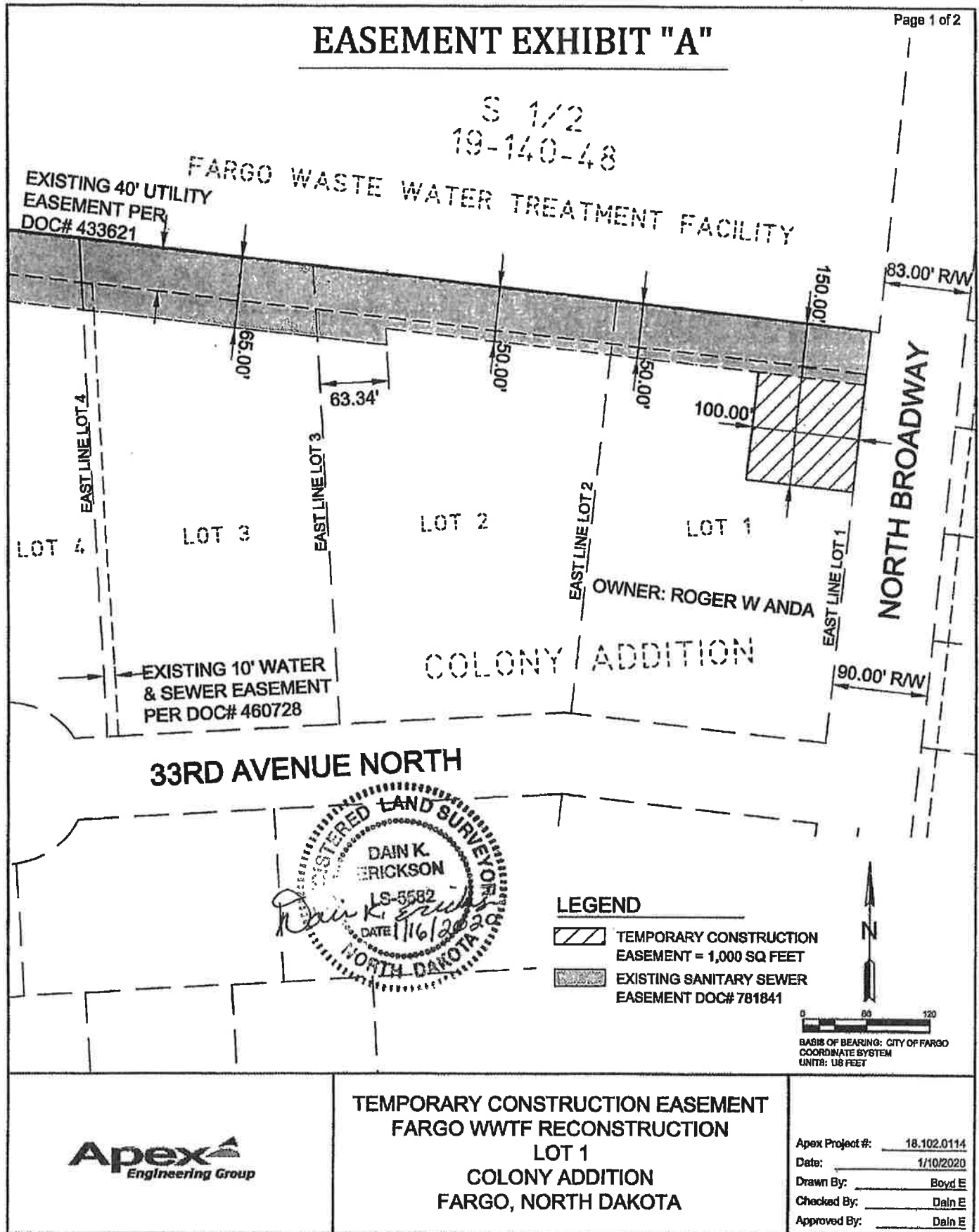
Dain K. Erickson, PLS      Reg. No. LS-5582

Date: 1/16/2020



**TEMPORARY CONSTRUCTION EASEMENT  
FARGO WWTF RECONSTRUCTION  
LOT 1  
COLONY ADDITION  
FARGO, NORTH DAKOTA**

Apex Project #: 18.102.0114  
Date: 1/10/2020  
Drawn By: Boyd E  
Checked By: Dain E  
Approved By: Dain E



**EASEMENT**  
**(Temporary Construction Easement)**

KNOW ALL MEN BY THESE PRESENTS that **ROGER W. ANDA**, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE **CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 1, COLONY ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The south 100.00 feet of the north 150.00 feet of the east 100.00 feet of said Lot 1.

Said easement contains 1,000 square feet, more or less.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the

parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on May 31, 2024.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed  
this 28 day of Feb, 2020.

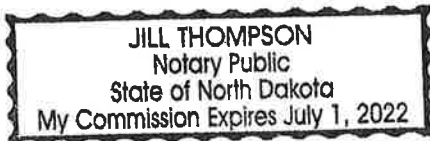
GRANTOR:

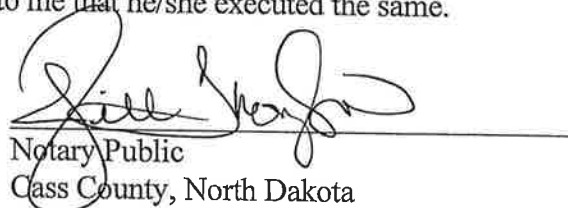
  
Roger W. Anda

STATE OF North Dakota )  
COUNTY OF Cass ) ss.

On this 28 day of Feb, 2020, before me, a notary public in and for said county and  
state, personally appeared Elizabeth Anda, described in and who executed the  
within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)



  
Notary Public  
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal corporation

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
City of Fargo, Engineering Department  
225 4th Street North,  
Fargo, ND 58102  
701-241-1545

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
701-280-1901  
nmorris@lawfargo.com

REPORT OF ACTION**FINANCE COMMITTEE**

(17)

**Improvement District:** BN-17-A**Type:** Deferral**Location:** ND Horsepark and Horse Race North Dakota**Date of Hearing:** March 30, 2020

<u>Routing</u>	<u>Date</u>
City Commission	6/01/2020
Project File	<u>Dan Eberhardt</u>

Jim Gilmour presented a request for deferral of special assessment agreements for the ND Horsepark and Horse Race North Dakota. He stated that the 19<sup>th</sup> Avenue North project that was completed last year and assessed for collection in 2020 was causing financial hardship for these two entities. In a prior Finance Committee meeting, a three-year deferral period was approved, however, after detailed discussions with these entities a two-year deferral was recommended for Horse Race North Dakota and a four-year deferral for the North Dakota Horsepark based upon their financial condition. Dave Piepkorn and Jim Gilmour stated that these entities have plans to catch up on prior assessments and that they would be making gradual progress.

Dave Piepkorn moved to approve special assessment deferral agreements, two-year for Horse Race North Dakota and four-year deferral for the North Dakota Horsepark, for the 19<sup>th</sup> Ave. North arterial project with interest accruing and no building permit trigger to active deferred projects. The motion was seconded by Redlinger and all voted to approve.

**MOTION:**

On a motion by Dave Piepkorn, seconded by Mike Redlinger, the Finance Committee voted to approve the deferral request for the ND Horsepark and Horse Race North Dakota.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>X</u>		
Bruce Grubb, City Administrator	<u>X</u>	<u>X</u>		
Mike Redlinger, Assistant City Administrator	<u>X</u>	<u>X</u>		
Kent Costin, Director of Finance	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

Tim Mahoney, Finance Committee Chair

**AGREEMENT REGARDING SPECIAL ASSESSMENTS**

**THIS AGREEMENT** is between North Dakota Horse Park Foundation, a North Dakota non-profit corporation, "Owner", and the **City of Fargo, North Dakota**, a municipal corporation ("City").

**WHEREAS**, The undersigned is the owner of Property defined below; and

**WHEREAS**, City has made improvements as described in Exhibit "A"; and

**WHEREAS**, Owner requested, and City agrees, to defer assessment of the improvements.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, it is hereby agreed as follows:

**1. Definitions.**

**"Property"** is that certain property located in the City of Fargo, Cass County, North Dakota, more fully described in Exhibit "B" with the following property address:

5100 19<sup>th</sup> Avenue North

**"Arterial Public Improvements"** shall be those public municipal infrastructure improvements including streets, sewers, water, lighting, and other miscellaneous improvements along roadways classified as "arterial roadways" under the functional classification system. Arterial Public Improvements includes, without limitations, the streets, sewers, water and lighting improvements included in the Projects identified in Exhibit "A."

**"Triggering Event"** shall be an event that results in the removal of the deferral of special assessments for the Property. A triggering event shall apply to all deferred special assessments.

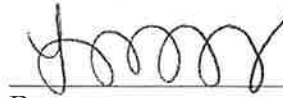
**“Public Improvements”** refers to Arterial Public Improvements only.

2. Owner's Property has been annexed to the City of Fargo.
3. Public Improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other Public Improvements enumerated in N.D. Cent. Code §40-22-01 have been constructed to serve the Property. Special assessments have been levied and assessed against the Property for such improvements.
4. City agrees to defer the certification of annual installments of special assessments levied against the Property for any Arterial Public Improvements constructed and installed for a period of four (4) years.
5. The total amount to be assessed shall be spread over a period of time not to exceed twenty-five (25) years, and the annual installments shall be determined in accordance with N.D. Cent. Code §§40-24-04 through 40-24-08. The total assessed amount has been determined by the Special Assessment Commission and confirmed by the Board of City Commissioners. Owner shall be responsible for the interest on Arterial Public Improvements.
6. This agreement is be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.
7. The parties understand and agree that this agreement or a memorandum of this agreement will be recorded in the office of the Cass County Recorder.

Dated this 15 day of May, 2020.

**Owner**

North Dakota Horse Park Foundation, a North  
Dakota non-profit corporation



By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF NORTH DAKOTA

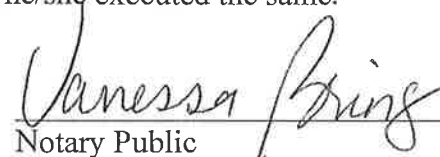
)

) ss.

COUNTY OF CASS

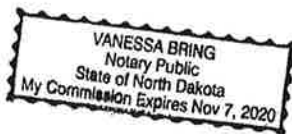
)

On this 15 day of May, 2020, before me, a notary public in and for said  
county and state, personally appeared Trisha Enger, Treasurer of North Dakota  
Horse Park Foundation, to me known to be the person described in and that executed the within and  
foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public  
Cass County, ND

(SEAL)



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

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

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND

**EXHIBIT "A"**

Project BN-17-A Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Incidentals

Project BN-17-B Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting and Incidentals

EXHIBIT "B"

01-6560-00101-000: LOT 1 LESS THE FOLL: BEG AT THE SE COR OF LT 1, SD PT BEING THE PT OF BEG. THEN S 58 DEG 22 MIN 56 SEC W ALG THE SE LN OF SD LT 1 A DIST OF 412.10 FT. THEN N 03 DEG 17 MIN 59 SEC W A DIST OF 291.74 FT. THEN N 87 DEG 44 MIN 51 SEC E A DIST OF 365.47 FT TO THE E LN OF SD LT 1. THEN S 01 DEG 55 MIN 49 SEC E ALG THE E LN OF SD LT 1 A DIST OF 89.62 FT TO THE PT OF BEG; BLOCK 1 NORTH DAKOTA HORSE PARK ADDITION

**AGREEMENT REGARDING SPECIAL ASSESSMENTS**

**THIS AGREEMENT** is between Horse Race North Dakota, a North Dakota non-profit corporation, "Owner", and the **City of Fargo, North Dakota**, a municipal corporation ("City").

**WHEREAS**, The undersigned is the owner of Property defined below; and

**WHEREAS**, City has made improvements as described in Exhibit "A"; and

**WHEREAS**, Owner requested, and City agrees, to defer assessment of the improvements.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, it is hereby agreed as follows:

1. **Definitions.**

**"Property"** is that certain property located in the City of Fargo, Cass County, North Dakota, more fully described in Exhibit "B" with the following property address:

5180 19<sup>th</sup> Avenue North

**"Arterial Public Improvements"** shall be those public municipal infrastructure improvements including streets, sewers, water, lighting, and other miscellaneous improvements along roadways classified as "arterial roadways" under the functional classification system. Arterial Public Improvements includes, without limitations, the streets, sewers, water and lighting improvements included in the Projects identified in Exhibit "A."

**"Triggering Event"** shall be an event that results in the removal of the deferral of special assessments for the Property. A triggering event shall apply to all deferred special assessments.

**“Public Improvements”** refers to Arterial Public Improvements only.

2. Owner's Property has been annexed to the City of Fargo.
3. Public Improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other Public Improvements enumerated in N.D. Cent. Code §40-22-01 have been constructed to serve the Property. Special assessments have been levied and assessed against the Property for such improvements.
4. City agrees to defer the certification of annual installments of special assessments levied against the Property for any Arterial Public Improvements constructed and installed for a period of two (2) years.
5. The total amount to be assessed shall be spread over a period of time not to exceed twenty-five (25) years, and the annual installments shall be determined in accordance with N.D. Cent. Code §§40-24-04 through 40-24-08. The total assessed amount has been determined by the Special Assessment Commission and confirmed by the Board of City Commissioners. Owner shall be responsible for the interest on Arterial Public Improvements.
6. This agreement is be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.
7. The parties understand and agree that this agreement or a memorandum of this agreement will be recorded in the office of the Cass County Recorder.

Dated this 15 day of May, 2020.

**Owner**

Horse Race North Dakota, a North Dakota non-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

James Alsop  
President

STATE OF NORTH DAKOTA

)

) ss.

COUNTY OF CASS

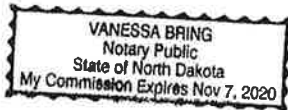
)

On this 15 day of May, 2020, before me, a notary public in and for said county and state, personally appeared James Alsop, President of Horse Race North Dakota, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Vanessa Bring

Notary Public  
Cass County, ND

(SEAL)



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

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

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND

**EXHIBIT "A"**

Project BN-17-A Sanitary Sewer, Water main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Incidentals

Project BN-17-B Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting and Incidentals

**EXHIBIT "B"**

01-6560-00200-000: LOT 2 BLOCK 1 NORTH DAKOTA HORSE PARK ADDITION

18

May 19, 2020

Board of City Commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Temporary Easement  
Improvement District #BN-20-C1**

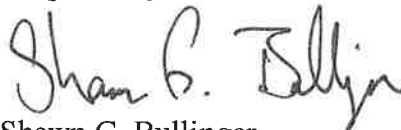
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-20-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Lisa M & Jason E Morris** in association with Improvement District #BN-20-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris

## MEMORANDUM OF OFFER TO LANDOWNER

Page 137  
City of Fargo, Engineering Department

Project BN-20-C1	County Cass	Parcel(s) 01-8421-00120-000
Landowner Lisa M & Jason E Morris		
Mailing Address 2506 64th Ave S Fargo, ND 58104		

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


See attached exhibit(s).

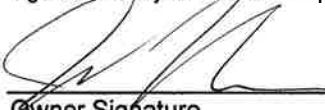
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 314.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

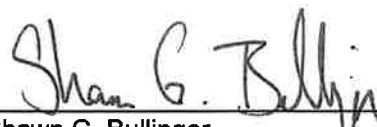
Land	\$	
Easement and Access Control	\$	314.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	314.00

\*Description of Damages to Remainder are as follows:

--

  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **LISA M. AND JASON E. MORRIS**, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A 10-foot wide temporary construction easement located in a portion of the Lots 15 and 16, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota,

LESS

A portion of Lots 15 and 16 known in Document No. 1336123, filed and recorded at the Office of the Recorder, Cass County, North Dakota, and further described as follows:

*Commencing at the Northeast Corner of said Lot 16; thence S 89°11'10" W, assumed bearing, along the North line of said Lot 16 a distance of 62.84 feet to the point of beginning of said line thence Southeasterly 11.16 feet along a nontangential curve concave to the southwest having a central angle of 7°06'21" and a radius of 90.00 feet, the chord of said curve bears S 48°13'40" E; thence S 44°40'29" E, tangent to said curve, 33.74 feet; thence Southeasterly 129.66 feet along a tangential curve concave to the West having a central angle of 82°32'42" and a radius of 90.0 feet; thence Southerly 53.62 feet along a reverse curve concave to the east having a central angle of 37°27'56" and a radius of 82.0 feet to the South line of said Lot 16 and there terminating.*

The North 10 feet is as measured perpendicular to the north line of said Lots 15 and 16, less an existing permanent street and utility easement described in Document No. 1336123, filed and recorded at the Office of the Recorder, Cass County, North Dakota

Said easement area is shown as the shaded area on "Exhibit A", attached hereto, and contains 1,547 square feet, more or less, and is subject to any easements or rights of way previously recorded.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on December 1, 2020.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed  
this 21<sup>st</sup> day of April, 2020.

GRANTORS:



Lisa M. Morris

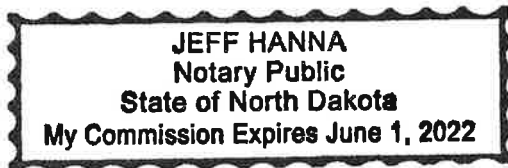


Jason E. Morris

STATE OF North Dakota )  
COUNTY OF CASS ) ss.

On this 21<sup>st</sup> day of April, 2020, before me, a notary public in and for said county and state, personally appeared Lisa M. and Jason E. Morris described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)





Notary Public  
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal  
corporation

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

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

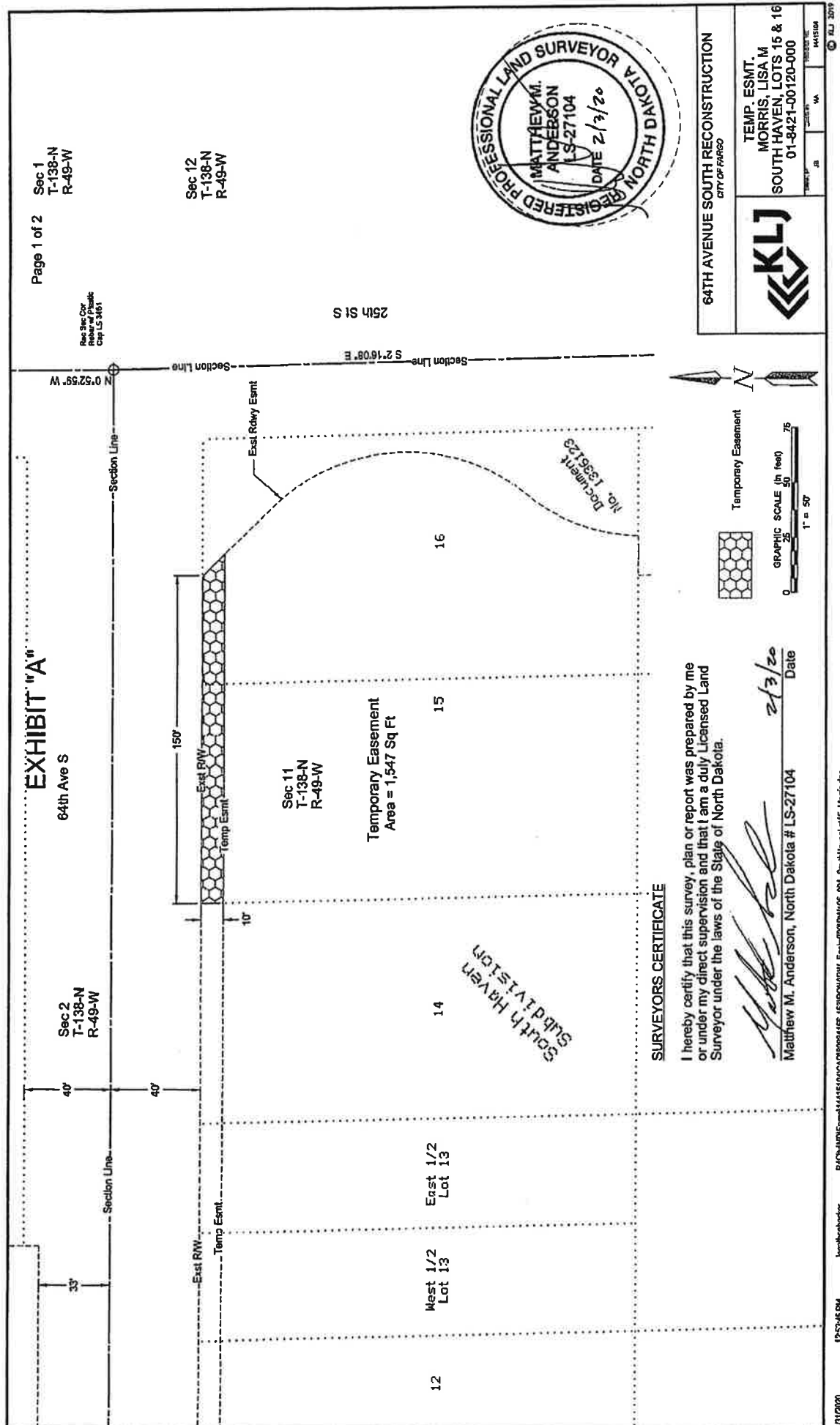
On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
Matthew M. Anderson, ND LS-27104, KLJ  
32<sup>nd</sup> Avenue South, Suite 201  
Fargo, ND 58103

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
nmorris@lawfargo.com



# EXHIBIT "A"

Page 2 of 2

## LOTS 15 & 16, SOUTH HAVEN SUBDIVISION

### Temporary Construction Easement

A 10-foot wide temporary construction easement located in a portion of the Lots 15 and 16, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota,

### LESS

A portion of Lots 15 and 16 known in Document No. 1336123, filed and recorded at the Office of the Recorder, Cass County, North Dakota, and further described as follows:

*Commencing at the Northeast Corner of said Lot 16; thence S 89°11'10" W, assumed bearing, along the North line of said Lot 16 a distance of 62.84 feet to the point of beginning of said line thence Southeastly 11.16 feet along a nontangential curve concave to the southwest having a central angle of 7°06'21" and a radius of 90.00 feet, the chord of said curve bears S 48°13'40" E; thence S 44°40'29" E, tangent to said curve, 33.74 feet; thence Southeastly 129.66 feet along a tangential curve concave to the West having a central angle of 82°32'42" and a radius of 90.0 feet; thence Southerly 53.62 feet along a reverse curve concave to the east having a central angle of 37°27'56" and a radius of 82.0 feet to the South line of said Lot 16 and there terminating.*

The North 10 feet is as measured perpendicular to the north line of said Lots 15 and 16, less an existing permanent street and utility easement described in Document No. 1336123, filed and recorded at the Office of the Recorder, Cass County, North Dakota.

Said easement area is shown as the shaded area on "Exhibit A" and contains 1,547 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Matthew M. Anderson, ND LS-27104, K LJ 3203 32<sup>nd</sup> Avenue South, Suite 201, Fargo, ND 58103.

### SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

*Matthew M. Anderson*  
Matthew M. Anderson, North Dakota # LS-27104

2/3/24  
Date



84TH AVENUE SOUTH RECONSTRUCTION  
CITY OF FARGO



TEMP. ESMT.  
MORRIS, LISA M  
SOUTH HAVEN, LOTS 15 & 16  
01-8421-00120-000

DATE  
BY  
FILED IN  
OFFICE OF THE  
RECORDER  
CASS COUNTY  
NORTH DAKOTA

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(19)

Improvement District No. BR-18-C1 Type: Negative Final Balancing Change Order #2

Location: 13<sup>th</sup> Ave S – 45<sup>th</sup> St to 9<sup>th</sup> St (WF) Date of Hearing: 12/9/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/1/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Baker</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Baker, for Negative Final Balancing Change Order #2 in the amount of \$-54,695.79, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-54,695.79, bringing the total contract amount to \$8,856,991.86.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-54,695.79, bringing the total contract amount to \$8,856,991.86 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic, Sales Tax, Utility Funds, Special Assessments & City of West Fargo

	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

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<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"/>	

ATTEST:



Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Jason Baker, Project Engineer

**Date:** December 5, 2019

**Re:** Final Balancing Change Order #2 – Improvement District #BR-18-C1  
Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals, Street Lighting,  
Sidewalk & Incidentals

---

Attached is a final balancing change order in the amount of \$ -54,695.79 for Improvement District No. BR-18-C1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$ 8,800,573.25
Previous Change Orders	\$ 111,114.40 (1.3% increase)
FBCO Amount:	<u>\$ -54,695.79</u> (.6% decrease)
Total Contract:	\$ 8,856,991.86

**Recommended Motion:**

Approve Final Balancing Change Order #2 in the amount of \$ -54,695.79 to Master Construction Co Inc.

Attachment  
C: Tom Knakmuhs



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	BR-18-C1	<b>Change Order No</b>	2
<b>Project Name</b>	Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals, Street Lighting, Sidewalks & Inciden		
<b>Date Entered</b>	12/5/2019	<b>For</b>	Master Construction 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:** Final Balancing

This change order 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	3	Remove Pipe All Sizes All Types	LF	152.00	0.00	152.00	-4.00	148.00	5.00	-20.00
	168	Remove Pipe All Sizes All Types	LF	681.00	0.00	681.00	-19.00	662.00	3.00	-57.00
<b>Sanitary Sewer Sub Total (\$)</b>										-77.00
Water Main	4	F&I Fittings C153 Ductile Iron	LB	3,827.00	0.00	3,827.00	-466.00	3,361.00	6.00	-2,796.00
	7	F&I Insulation 4" Thick	SY	50.00	0.00	50.00	4.00	54.00	35.00	140.00
	8	Connect Pipe to Exist Pipe	EA	4.00	0.00	4.00	4.00	8.00	1,500.00	6,000.00
	9	F&I Pipe C900 DR 18 - 4" Dia PVC	LF	10.00	0.00	10.00	6.00	16.00	100.00	600.00
	11	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	92.00	0.00	92.00	-71.00	21.00	40.00	-2,840.00
	12	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	29.00	0.00	29.00	-29.00	0.00	40.00	-1,160.00
	13	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	2,113.00	0.00	2,113.00	-186.00	1,927.00	40.00	-7,440.00
	14	Remove Pipe All Sizes All Types	LF	922.00	0.00	922.00	-172.00	750.00	5.00	-860.00
	15	Remove Pipe - Asbestos Cement	LF	2,027.00	0.00	2,027.00	-42.00	1,985.00	7.00	-294.00
	17	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	123.00	0.00	123.00	-123.00	0.00	73.00	-8,979.00
	18	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	457.00	0.00	457.00	79.00	536.00	75.00	5,925.00
	19	F&I Gate Valve 4" Dia	EA	1.00	0.00	1.00	1.00	2.00	1,200.00	1,200.00
	23	F&I Gate Valve 12" Dia	EA	10.00	0.00	10.00	-1.00	9.00	2,900.00	-2,900.00
	24	Furnish Temp Water Svc	EA	1.00	0.00	1.00	2.00	3.00	21,000.00	42,000.00

**Water Main**

Report Generated : 12/05/2019 01:56:12 PM



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Storm Sewer	189	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	100.00	0.00	100.00	20.00	120.00	5.00	100.00
	194	Remove Manhole	EA	12.00	0.00	12.00	-1.00	11.00	500.00	-500.00
	199	Connect Pipe to Exist Pipe	EA	7.00	0.00	7.00	-3.00	4.00	700.00	-2,100.00
	203	F&I Pipe Arch Equiv 48" Reinf Conc	LF	1,041.00	0.00	1,041.00	-1.00	1,040.00	165.00	-165.00
	204	F&I Pipe 12" Dia Reinf Conc	LF	174.00	0.00	174.00	-63.00	111.00	40.00	-2,520.00
	205	F&I Pipe 15" Dia Reinf Conc	LF	67.00	0.00	67.00	-37.00	30.00	65.00	-2,405.00
	206	F&I Pipe 36" Dia Reinf Conc	LF	586.00	0.00	586.00	-23.00	563.00	105.00	-2,415.00
	207	F&I Pipe 12" Dia PVC	LF	37.00	0.00	37.00	40.00	77.00	40.00	1,600.00
	208	F&I Pipe 15" Dia PVC	LF	21.00	0.00	21.00	-21.00	0.00	50.00	-1,050.00
	209	Remove Pipe All Sizes All Types	LF	3,660.00	0.00	3,660.00	-1,229.00	2,431.00	7.00	-8,603.00
	210	F&I Pipe w/GB 15" Dia Reinf Conc	LF	321.00	0.00	321.00	8.00	329.00	65.00	520.00
	213	F&I Pipe w/GB 36" Dia Reinf Conc	LF	61.00	0.00	61.00	23.00	84.00	105.00	2,415.00
								<b>Storm Sewer Sub Total (\$)</b>		<b>-23,101.00</b>
Paving	57	Remove Pavement 11" Thick All Types	SY	402.00	0.00	402.00	0.60	402.60	10.00	6.00
	59	Topsoil - Import	CY	250.00	0.00	250.00	-75.00	175.00	20.00	-1,500.00
	61	Subcut	CY	2,500.00	0.00	2,500.00	-2,388.00	112.00	4.00	-9,552.00
	62	Subgrade Preparation	SY	24,821.00	0.00	24,821.00	13.00	24,834.00	1.50	19.50
	63	F&I Woven Geotextile	SY	24,821.00	0.00	24,821.00	13.00	24,834.00	1.50	19.50
	65	F&I Class 5 Agg - 12" Thick	SY	24,821.00	0.00	24,821.00	13.00	24,834.00	10.50	136.50
	66	F&I Edge Drain 4" Dia PVC	LF	4,458.00	0.00	4,458.00	-156.00	4,302.00	6.00	-936.00
	67	F&I Curb & Gutter Standard (Type II)	LF	4,393.00	0.00	4,393.00	143.00	4,536.00	18.00	2,574.00
	70	F&I Pavement 10" Thick Doweled Conc	SY	21,029.00	0.00	21,029.00	114.00	21,143.00	58.50	6,669.00
	71	Remove Pavement 9" Thick Conc	SY	17,835.00	0.00	17,835.00	-593.20	17,241.80	6.50	-3,855.80
	72	Rem & Repl Pavement 10" Thick Reinf Conc	SY	839.00	0.00	839.00	-5.00	834.00	110.00	-550.00
	73	F&I Sidewalk Curb	LF	60.00	0.00	60.00	-1.00	59.00	30.00	-30.00
	74	F&I Sidewalk 5" Thick Reinf Conc	SY	3,529.00	0.00	3,529.00	44.00	3,573.00	37.00	1,628.00
	75	F&I Sidewalk 6" Thick Reinf Conc	SY	175.00	0.00	175.00	-14.00	161.00	45.00	-630.00



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
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Paving	76	Remove Sidewalk 4" Thick Conc	SY	2,728.00	0.00	2,728.00	4.00	2,732.00	34.00	136.00
	77	F&I Impressioned 4" Thick Reinf Conc	SY	1,517.00	0.00	1,517.00	28.00	1,545.00	70.00	1,960.00
	79	F&I Det Warn Panels Cast Iron	SF	283.00	0.00	283.00	-15.00	288.00	45.00	-675.00
	80	F&I Casting - Floating Manhole	EA	4.00	0.00	4.00	2.00	6.00	1,000.00	2,000.00
	81	Casting to Grade - Blvd	EA	3.00	0.00	3.00	1.00	4.00	400.00	400.00
	82	Casting to Grade - w/Conc	EA	26.00	0.00	26.00	1.00	27.00	600.00	600.00
	83	Repair Pavement-Patch Asph	SY	1,387.00	0.00	1,387.00	-1,177.40	209.60	40.00	-47,096.00
	84	Remove Pavement All Thicknesses Asph	SY	1,670.00	0.00	1,670.00	47.80	1,717.80	7.00	334.60
	85	Mulching Type 1 - Hydro	SY	7,328.00	0.00	7,328.00	90.01	7,418.01	0.40	36.00
	86	Seeding Type B	SY	7,328.00	0.00	7,328.00	90.01	7,418.01	0.55	49.51
	88	Silt Fence - Standard	LF	187.00	0.00	187.00	-187.00	0.00	2.60	-486.20
	92	Construction Signaling	SF	60.00	0.00	60.00	15.00	75.00	8.50	127.50
	93	Flagging	HR	1,750.00	0.00	1,750.00	-312.37	1,437.63	40.00	-12,494.80
	216	Remove Pavement 11" Thick All Types	SY	14,450.00	0.00	14,450.00	-192.90	14,257.10	8.00	-1,543.20
	218	Topsoil - Import	CY	250.00	0.00	250.00	-95.00	155.00	20.00	-1,900.00
	220	Subcut	CY	2,500.00	0.00	2,500.00	-2,367.00	133.00	4.00	-9,468.00
	221	Subgrade Preparation	SY	21,943.00	0.00	21,943.00	75.00	22,018.00	1.50	112.50
	225	F&I Edge Drain 4" Dia PVC	LF	4,606.00	0.00	4,606.00	-301.00	4,305.00	6.00	-1,806.00
	226	F&I Curb & Gutter Standard (Type II)	LF	4,690.00	0.00	4,690.00	74.00	4,764.00	18.00	1,332.00
	227	F&I Curb & Gutter Custom	LF	3,783.00	0.00	3,783.00	-17.00	3,766.00	18.00	-306.00
	228	Remove Curb & Gutter	LF	8,425.00	0.00	8,425.00	-616.00	7,809.00	6.50	-4,004.00
	229	F&I Pavement 10" Thick Doweled Conc	SY	18,330.00	0.00	18,330.00	78.00	18,408.00	58.50	4,563.00
	230	Remove Pavement 9" Thick Conc	SY	1,609.00	0.00	1,609.00	21.40	1,630.40	6.50	139.10
	231	F&I Sidewalk 5" Thick Reinf Conc	SY	3,783.00	0.00	3,783.00	82.00	3,865.00	37.00	3,034.00
	232	F&I Sidewalk 6" Thick Reinf Conc	SY	198.00	0.00	198.00	-33.00	165.00	45.00	-1,485.00
	233	Remove Sidewalk 4" Thick Conc	SY	4,130.00	0.00	4,130.00	-58.00	4,072.00	34.00	-1,972.00
	234	F&I Impressioned 4" Thick Reinf Conc	SY	1,322.00	0.00	1,322.00	75.00	1,397.00	70.00	5,250.00



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
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<b>Paving</b>	236	F&I Det Wam Panels Cast Iron	SF	277.00	0.00	277.00	-5.00	272.00	45.00	-225.00
	240	Repair Pavement-Patch Asph	SY	3,152.00	0.00	3,152.00	288.00	3,420.00	40.00	10,720.00
	241	F&I Pavement Mix Wear Course Asph	TON	30.00	0.00	30.00	25.39	55.39	100.00	2,539.00
	242	Remove Pavement All Thicknesses Asph	SY	299.00	0.00	299.00	158.20	457.20	7.00	1,107.40
	243	Mulching Type 1 - Hydro	SY	7,726.00	0.00	7,726.00	1,795.00	9,521.00	0.40	718.00
	244	Seeding Type B	SY	7,726.00	0.00	7,726.00	1,795.00	9,521.00	0.55	987.25
	249	Construction Signing	SF	60.00	0.00	60.00	-60.00	0.00	8.50	-510.00
	250	Flagging	HR	1,750.00	0.00	1,750.00	-312.37	1,437.63	40.00	-12,494.80
<b>Paving Sub Total (\$)</b>										-66,321.44
<b>Traffic Signals Improvements</b>	130	F&I Signal Cable AWG 14/2	LF	1,958.50	0.00	1,958.50	32.00	1,990.50	1.30	41.60
	131	F&I Signal Cable AWG 14/20	LF	967.50	0.00	967.50	5.00	972.50	3.20	16.00
	133	F&I Signal Cable 3M Opticom	LF	839.50	0.00	839.50	-239.50	600.00	2.20	-526.90
	135	F&I Signal Cable Loop Lead-in	LF	5,538.00	0.00	5,538.00	150.00	5,688.00	2.00	300.00
	141	F&I Conduit 1" Dia	LF	150.50	0.00	150.50	18.00	168.50	10.00	180.00
	142	F&I Conduit 2" Dia	LF	2,725.50	0.00	2,725.50	-71.00	2,654.50	12.00	-852.00
	143	F&I Conduit 4" Dia	LF	700.00	0.00	700.00	69.00	769.00	15.00	1,035.00
	146	F&I Pull Box PVC	EA	16.00	0.00	16.00	-1.00	15.00	1,100.00	-1,100.00
	322	* Luminaire extensions and modifications at 48th St and 13th Ave S	LS	0.00	0.00	0.00	1.00	1.00	2,255.00	2,255.00
<b>Traffic Signals Improvements Sub Total (\$)</b>										1,348.70
<b>Striping - Pavement Marking</b>	153	Obliterate Pavement Markings	SF	1,000.00	0.00	1,000.00	-1,000.00	0.00	5.05	-5,050.00
	154	F&I Grooved Plastic Film Message	SF	608.00	0.00	608.00	-32.00	576.00	32.45	-1,038.40
	155	F&I Grooved Plastic Film 4" Wide	LF	1,162.00	0.00	1,162.00	953.00	2,115.00	5.00	4,765.00
	157	F&I Grooved Plastic Film 8" Wide	LF	3,899.00	0.00	3,899.00	180.00	4,079.00	11.25	2,025.00
	158	F&I Grooved Plastic Film 16" Wide	LF	285.00	0.00	285.00	136.00	421.00	22.25	3,026.00
	159	F&I Grooved Plastic Film 24" Wide	LF	652.00	638.00	1,290.00	68.00	1,358.00	34.50	2,346.00
	161	Paint Epoxy Message	SF	180.00	0.00	180.00	25.00	205.00	20.20	505.00
	303	Obliterate Pavement Markings	SF	1,000.00	0.00	1,000.00	-787.00	213.00	5.05	-3,974.35
	304	F&I Grooved Plastic Film Message	SF	358.00	0.00	358.00	85.00	443.00	32.45	2,758.25
<b>Striping - Pavement Marking Sub Total (\$)</b>										1,348.70



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
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Striping - Pavement Marking	305	F&I Grooved Plastic Film 4" Wide	LF	2,259.00	0.00	2,259.00	-43.00	2,216.00	5.00	-215.00
	306	F&I Grooved Plastic Film 8" Wide	LF	3,396.00	0.00	3,396.00	151.00	3,547.00	11.25	1,698.75
	307	F&I Grooved Plastic Film 16" Wide	LF	27.00	0.00	27.00	2.00	29.00	22.25	44.50
	308	F&I Grooved Plastic Film 24" Wide	LF	925.00	0.00	925.00	-1.00	924.00	34.50	-34.50
	309	F&I Grooved Contrast Film 7" Wide	LF	1,370.00	0.00	1,370.00	140.00	1,510.00	10.30	1,442.00
	310	Paint Epoxy Message	SF	182.00	0.00	182.00	41.00	223.00	20.20	828.20
<b>Striping - Pavement Marking Sub Total (\$)</b>										
Signing	162	Remove Sign Assembly	EA	21.00	0.00	21.00	-1.00	20.00	10.50	-10.50
	163	F&I Sign Assembly & Anchor	EA	21.00	0.00	21.00	-2.00	19.00	88.50	-177.00
	166	F&I Flexible Delineator	EA	8.00	0.00	8.00	1.00	9.00	73.00	73.00
	311	Remove Sign Assembly	EA	23.00	0.00	23.00	1.00	24.00	10.50	10.50
	314	F&I High Intensity Prismatic	SF	87.50	0.00	87.50	20.30	107.80	20.00	406.00
	315	F&I Flexible Delineator	EA	8.00	0.00	8.00	-1.00	7.00	73.00	-73.00
<b>Signing Sub Total (\$)</b>										229.00
<b>Grand Total (\$)</b>										<b>-54,695.79</b>
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 2 (\$)</b>										
<b>Previous Change Orders (\$)</b>										
<b>Original Contract Amount (\$)</b>										
<b>Total Contract Amount (\$)</b>										
<div> <div>-54,695.79</div> <div>111,114.40</div> <div>8,800,573.25</div> <div>8,856,991.86</div> </div>										

\* NC Items

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/19/2018	11/16/2018	0.00	0.00	10/19/2018	11/16/2018
<b>Description</b>					



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

For Contractor

Title

APPROVED DATE

*[Signature]*  
Master Construction  
President

Department Head  
Mayor

*[Signature]*

5/27/2020

Attest

20

May 27, 2020

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. SL-20-E1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, May 27, 2020, for Street Lighting Rehabilitation & Incidentals, Improvement District No. SL-20-E1, located at Rose Creek Parkway East.

The bids were as follows:

Fargo Electric Construction	\$41,400.00
Moorhead Electric	\$44,460.00

Engineer's Estimate	\$40,500.00
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The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric Construction in the amount of \$41,400.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

## IMPROVEMENT DISTRICT # SL-20-E1

## Street Lighting Rehabilitation &amp; Incidentals

Rose Creek Parkway East

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 Tom Knakmuhs, do hereby certify as follows:

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

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

Street Lighting Rehabilitation & Incidentals Improvement District # SL-20-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Street Lighting</b>				
1 Remove Street Light	EA	18.00	350.00	6,300.00
2 F&I Light Standard Type A	EA	18.00	1,950.00	35,100.00
Street Lighting Total				41,400.00
<b>Total Construction in \$</b>				<b>41,400.00</b>
Engineering				10.00 % 4,140.00
Legal & Misc				3.00 % 1,242.00
Contingencies				10.00 % 4,140.00
Administration				4.00 % 1,656.00
Interest				4.00 % 1,656.00
<b>Total Estimated Costs</b>				<b>54,234.00</b>
Special Assessments				27,117.00
Utility Funds - Street Lights - 528				27,117.00
<b>Unfunded Costs</b>				<b>0.00</b>

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

Date: 05/27/2020

  
 Tom Knakmuhs

Assistant City Engineer



COVER SHEET  
CITY OF FARGO PROJECTS

(21)

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 Improvement District as it will appear in the Contract:

Street Lighting & Incidentals

Improvement District No. SL-20-B

Call For Bids June 1, 2020

Advertise Dates June 9 & June 16, 2020

Bid Opening Date July 8, 2020

Substantial Completion Date November 15, 2020

Final Completion Date December 15, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Helland

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:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
STREET LIGHTING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. SL-20-B

**Nature and Scope**

This project calls for installing a street lighting system on streets and avenues in the following area:

Between 6<sup>th</sup> Avenue South and 11<sup>th</sup> Avenue South and between 17<sup>th</sup> Street South and 21<sup>st</sup> Street South, where there currently are no City of Fargo street lights in place.

**Purpose**

The project's goal is to increase safety and convenience of the residents and the traveling public.

**Feasibility**

The estimated cost of construction is approximately \$355,193.50. The cost breakdown is as follows:

Estimated Construction Cost:	<b>\$ 355,193.50</b>
Plus Engineering 10%	\$ 35,519.50
Plus Administration 4%	\$ 14,207.74
Plus Interest 4%	\$ 14,207.74
Plus Legal 3%	\$ 10,655.81
Plus Contingency 10%	\$ 35,519.50
<b>Total Estimated Cost (100% Assessed):</b>	<b>\$ 465,303.79</b>

We believe this project to be cost effective.



  
\_\_\_\_\_  
Tom Knakmuhs, PE  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STREET LIGHTING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-20-B

LOCATION:

Between 6<sup>th</sup> Avenue South and 11<sup>th</sup> Avenue South and between 17<sup>th</sup> Street South and 21<sup>st</sup> Street South.

COMPRISING:

All property located within the area bordered:

Bound on the West by 21<sup>st</sup> Street South.

Bound on the North by 6<sup>th</sup> Avenue South.

Bound on the East by 17<sup>th</sup> Street South.

Bound on the South by 11<sup>th</sup> Avenue South.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-20-B