

FARGO CITY COMMISSION AGENDA
Monday, April 15, 2024 – 5:00 P.M.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:30 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding Case Number 09-2023-CV-02540 titled “City of Fargo v. State of North Dakota” and that discussing the risks, strengths or weaknesses of an action of the public entity in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City of Fargo. An Executive Session in accordance with North Dakota Century Code Section 44-04-19.2 for said matters is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 2.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 1, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for the Hale Properties and Sioux Surgical application to the ND Opportunity Fund.
- 2. 2nd reading and final adoption of an Ordinance Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations; 1st reading, 4/1/24.
- 3. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Golden Valley Fourth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 4/1/24.
- 4. Gift Agreement and Quit Claim Deed with Lake Agassiz Habitat for Humanity, Inc.
- 5. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo for property located at 1022 9th Avenue North.
- 6. Findings, Conclusions and Order of the Board of City Commissioners of the City of Fargo regarding the Liquid Hospitality, LLC d/b/a Windbreak Saloon License Violation.
- 7. Site Authorizations for Games of Chance:
 - a. Boys and Girls Club of the Red River Valley at Suite Shots (5/6/24).

- b. North Dakota Association for The Disabled, Inc. at Bulldog Tap.
 - c. North Dakota Association for The Disabled, Inc. at Cowboy Jack's.
 - d. North Dakota Association for The Disabled, Inc. at O'Kelly's.
 - e. Northern Prairie Performing Arts at SouthTown PourHouse.
 - f. Northern Prairie Performing Arts at The Windbreak.
 - g. Fraser Ltd. at Golf Addiction.
 - h. Fraser Ltd. at Space Aliens.
 - i. Fraser Ltd. at Cairo Restaurant and Bar.
 - j. Red River Human Service Foundation at Doublewood Lounge.
 - k. Red River Human Service Foundation at Fargo Elks Lodge #260.
8. Applications for Games of Chance:
- a. Bella Garcia Fundraiser for a raffle on 4/28/24; Public Spirited Resolution.
 - b. Hope Blooms for a raffle board on 5/7/24.
 - c. Lincoln Elementary PTA for a raffle on 4/26/24.
 - d. Benefit for Buretta Family for raffle on 4/27/24; Public Spirited Resolution.
 - e. Pray for Gray for a raffle on 5/10/24.
 - f. El Zagal Provost Guard for a raffle on 9/12/24.
 - g. Red River Valley Woodcarvers for a raffle, calendar raffle and raffle board 4/26/24-4/28/24.
9. Sponsorship of the 2024 Juneteenth event up to \$15,000.00.
10. Revisions to the Excavation Fees and Guidelines, as presented.
11. Developer Agreement with Scheels All Sports, Inc. for Crossroads Corporate Center Second Addition.
12. Change Order No. 1 in the amount of \$38,420.00 for Project No. ER-23-A1.
13. Bid advertisement for Project No. UR-24-G.
14. Bid award to Border States Paving, Inc. in the amount of \$638,811.80 for Project No. SR-24-B1.
15. Contract and bond for Project No. PR-24-C1.
16. Contract and bond for Project No. TM-24-A1.
17. Final Balancing Change Order No. 2 in the amount of \$0.00 for Improvement District No. UR-23-C1.
18. Memorandum of Offer to Landowner for Permanent Easement (Sidewalk) with L S Development, LLP (Improvement District No. SR-24-B1).
19. Easement (Temporary Construction Easement) with North Dakota State University Development Foundation (Improvement District No. BR-24-F1).
20. Create Improvement District No. AN-24-A (Alley Paving).
21. Create Improvement District No. PR-24-A (Concrete Paving Rehab/Lane Widening).

22. Bid award to Master Construction Company, Inc. in the amount of \$1,253,194.00 for Improvement District No. BN-24-A1.
23. Access Easement (44th Street and Utilities) with Southeast Cass Water Resource District (Improvement District No. BN-24-B1).
24. Contract and bond for Improvement District No. PR-24-F.
25. Items from the FAHR Staff meeting:
 - a. Budget adjustment using CDBG funds in the amount of \$124,034.00 for downtown mobile unit.
 - b. Funding in the amount of \$21,500.00 for an investigation and report on the North Parking Deck at City Hall.
 - c. Adjusted bid award to Bailey Nurseries in the amount of \$82,500.00 (RFP23151).
 - d. Early order for 4 trucks for Solid Waste totaling approximately \$1.25 million.
 - e. Extension of the Prairie Public Lease Agreement to include the two, 3-month extension option at a rate of \$18,667.67/month from 5/24-10/24.
 - f. Purchase Agreement with Holm Properties, LLC for City owned property located at 924 15th Street North.
26. Resolution Authorizing the Issuance and Sale of \$25,705,000.00 City of Fargo Refunding Improvement and Refunding Improvement Refunding Bonds, Series 2024 (Improvement District No. FP-19-A).
27. Selection of the top three submissions of artwork for bus wraps.
28. Resolution approving Plat of The Pines at the District Sixth Addition.
29. Resolution approving Plat of Crossroads Corporate Center Second Addition.
30. Resolution approving Plat of Brekke's Addition.
31. Notice of Grant Award from the ND Department of Emergency Services for FY2023 State Homeland Security Program for the purchase of a TCV from NABCO for the Red River Valley Bomb Squad (CFDA #97.067) (RFP24162).
32. Direct the City Attorney's Office to Amend Fargo Municipal Code 5-0406 - Terms of Office.
33. Receive and file Bias Motivation and Hate Crime Report for year-end 2023.
34. Extension of unpaid leave for Brett Schaible through 7/9/24.
35. Bills.

REGULAR AGENDA:

36. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
37. Presentation from Michelle Rydz from the High Plains Fair Housing Center to discuss demographic trends in Fargo neighborhoods.

38. Presentation of the Board of City Commissioners Governance Policies.
39. Update on the Riverfront Renewal Plan and Tax Increment Financing District.
40. Recommendation for amendments to the Tax Increment Financing (TIF) Policy.
41. Recommendation to direct the Police Chief and City Attorney to research what would be required to enforce the law in regards to vehicles that are illegally altered for creating noise.
42. Recommendation to award the bid for Improvement District No. BN-23-E1.
43. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Bell Bank, 520 Main Avenue (5 years).
 - b. Austin and Annika Avery, 1532 36th Avenue South (5 years).
44. Recommendation for appointments to the following Boards and Commissions:
 - a. Municipal Airport Authority.
 - b. Fargo Dome Authority.
45. Liaison Commissioner Assignment Updates.

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

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



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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Michael Redlinger, City Administrator *MSR*

DATE: April 10, 2024

SUBJECT: Letter of Support for Hale Properties

The City of Fargo is a member of the North Dakota Opportunity Fund (NDOF) Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support. This business is requesting match of the Bank of ND interest buy down program.

Hale Properties is planning to build an office building is south Fargo for the Sioux Surgical operating company. Sioux Surgical is based in Fargo and currently has 17 full-time employees in North Dakota. The company has plans to add 12 employees in ND over the next five years. The location will be at 3461 Timber Parkway South. The business has requested a letter of support from the City of Fargo.

Recommended Motion

Provide a letter in support of the Hale Properties and Sioux Surgical application to the North Dakota Opportunity Fund.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305(A)(1)
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance to reduce the penalty for possessing a firearm or dangerous weapon from a Class B misdemeanor to an Infraction in order to conform to state law;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.—

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

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(1) (cancelled or revoked registration), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - \$150.00 minimum fine), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0304 (carrying weapons), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(A) (selling/consuming alcohol in vehicle/public), section 25-1513(B) (possessing/consuming alcohol in public building), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), section 25-3302 (body art), section 25-3306 (body art unlawful practices); article 25-36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

* * *

Section 2. Effective Date.

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

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

(SEAL)

Attest:

First Reading:
Second Reading:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

5

ORDINANCE NO. _____

1 AN ORDINANCE REZONING A CERTAIN PARCEL
2 OF LAND LYING IN GOLDEN VALLEY FOURTH ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on March 5, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on April 1, 2024,

11 NOW, THEREFORE,

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

13 Section 1. The following described property:

14 Lot One (1), Block Six (6) of Golden Valley Fourth Addition to the City of Fargo,
15 Cass County, North Dakota;

16 is hereby rezoned from "SR-4", Single-Dwelling Residential, District to "SR-5", Single-Dwelling
17 Residential, District.

18 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
19 office so as to conform with and carry out the provisions of this ordinance.
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21
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

4

April 11, 2024

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

RE: Gift Agreement with Lake Agassiz Habitat for Humanity, Inc.

Dear Commissioners:

Enclosed for your approval is a Gift Agreement between the City and Lake Agassiz Habitat for Humanity, Inc. ("Habitat for Humanity"). Habitat for Humanity has purchased a lot at 213 24th Street S. and they are intending to build a twin home on the lot. There is a "dogleg" portion of the lot that lies next to a pump station owned by the City at 2401 3rd Avenue S. Habitat for Humanity desires to gift and deed a portion of its lot (the "dogleg" portion) to the City.

I am enclosing the Gift Agreement, corresponding deed, and also a map of the subject lot which shows the location of the City's pump station and the dogleg portion of the lot being gifted/deeded to the City.

Suggested Motion: I move to approve the Gift Agreement with Lake Agassiz Habitat for Humanity, Inc., as presented.

Sincerely,



Ian R. McLean

Assistant City Attorney

Enc.

GIFT AGREEMENT

THIS AGREEMENT ("Agreement") is made this 15 day of April, 2024, by and between **Lake Agassiz Habitat for Humanity, Inc.**, whose address is PO Box 1022, Moorhead, MN 56561-1022 ("Lake Agassiz") and **The City of Fargo**, a municipal corporation, whose address is 225 – 4th Street North, Fargo, North Dakota 58102 ("City").

WHEREAS, Lake Agassiz owns a certain parcel of land (the "Property") legally described as:

That part of Lot 8, Block 11, of "EGBERT, O'NEIL AND HAGGART'S SUBDIVISION" to the City of Fargo, Cass County, North Dakota, described as follows:

The south 75.00 feet of Lot 8, Block 11, as measured at a right angle to, and parallel with the south line of said Lot 8, LESS that portion thereof, lying within the east 75.00 feet of the south 75.00 feet of said Block 11, of "EGBERT, O'NEIL AND HAGGART'S SUBDIVISION" to the City of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, as measured at a right angle to, and parallel with the south and east lines of said Block 11.

Said tract contains 1,870 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any

WHEREAS, Lake Agassiz desires to gift and deed the Property to the City and the City desires to receive the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals, it is agreed as follows:

1. Gift. Lake Agassiz agrees to execute a quit claim deed, a specimen copy of which is attached to this Agreement as Exhibit "A", deeding the Property to the City. The City shall promptly record the quit claim deed with the county recorder for Cass County, North Dakota.

2. Charitable Donation. The City represents to Lake Agassiz that it is a municipal corporation under North Dakota law. The City and Lake Agassiz agree that the gift of the Property is solely for public purposes and that Lake Agassiz has not received and will not receive anything of value from the City in exchange for the gift of the Property. The gift is intended to be a charitable contribution to the City in accordance with the Internal Revenue Code and the parties shall take such actions as necessary to support the charitable contribution in accordance with IRS Rules and Regulations for non-cash charitable contributions, including filing IRS Form 8283.

3. Taxes and Special Assessments. Real estate taxes shall be prorated between Lake Agassiz and the City, based on the most current tax information available from the County Treasurer, as of the date of the conveyance/closing. The City shall be responsible for the special

assessments currently certified against the Property. The City shall be responsible for all taxes and special assessments accruing after the date of the conveyance/closing.

4. Entire Agreement. This Agreement constitutes the entire and complete agreement between Lake Agassiz and the City and supersedes any prior oral or written discussions between the parties, or their representatives, with respect to the gift contemplated herein. No change in the terms and conditions of this Agreement shall be enforceable unless in writing and duly executed.

5. Binding Effect. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

6. Controlling Law. This Agreement has been made and entered into under the laws of the State of North Dakota and the laws of North Dakota shall control its interpretation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

**LAKE AGASSIZ HABITAT FOR HUMANITY,
INC.**

By:

James W. Nelson

Its Executive Director

CITY OF FARGO,

a North Dakota municipal corporation

By

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

ATTEST:

Steven Sprague, Auditor

STATE OF NORTH DAKOTA)

) SS.

COUNTY OF CASS

)

On this ____ day of _____, 2024, 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 Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public

Cass County, North Dakota

My commission expires:

EXHIBIT "A"

QUIT CLAIM DEED

THIS INDENTURE is made this 15 day of April, 2024, between **Lake Agassiz Habitat for Humanity, Inc.**, a North Dakota limited liability company ("Grantor"), whose address is PO Box 1022, Moorhead, MN 56561-1022 and **The City of Fargo**, a North Dakota municipal corporation ("Grantee"), whose address is 225 – 4th Street North, Fargo, North Dakota 58102.

For ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby QUIT CLAIM to the Grantee the following described real property in Cass County, North Dakota:

That part of Lot 8, Block 11, of "EGBERT, O'NEIL AND HAGGART'S SUBDIVISION" to the City of Fargo, Cass County, North Dakota, described as follows:


The south 75.00 feet of Lot 8, Block 11, as measured at a right angle to, and parallel with the south line of said Lot 8, LESS that portion thereof, lying within the east 75.00 feet of the south 75.00 feet of said Block 11, of "EGBERT, O'NEIL AND HAGGART'S SUBDIVISION" to the City of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, as measured at a right angle to, and parallel with the south and east lines of said Block 11.

Said tract contains 1,870 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

(The remainder of this page is intentionally left blank)

WITNESS, the hand of the Grantor:

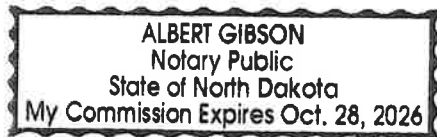
**LAKE AGASSIZ HABITAT FOR
HUMANITY, INC.**

By: 
James W. Nelson
Executive Director

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 11th day of March, 2024, by James W. Nelson, the Executive Director of Lake Agassiz Habitat for Humanity, Inc, a Minnesota nonprofit corporation, on behalf of the company, Grantor.

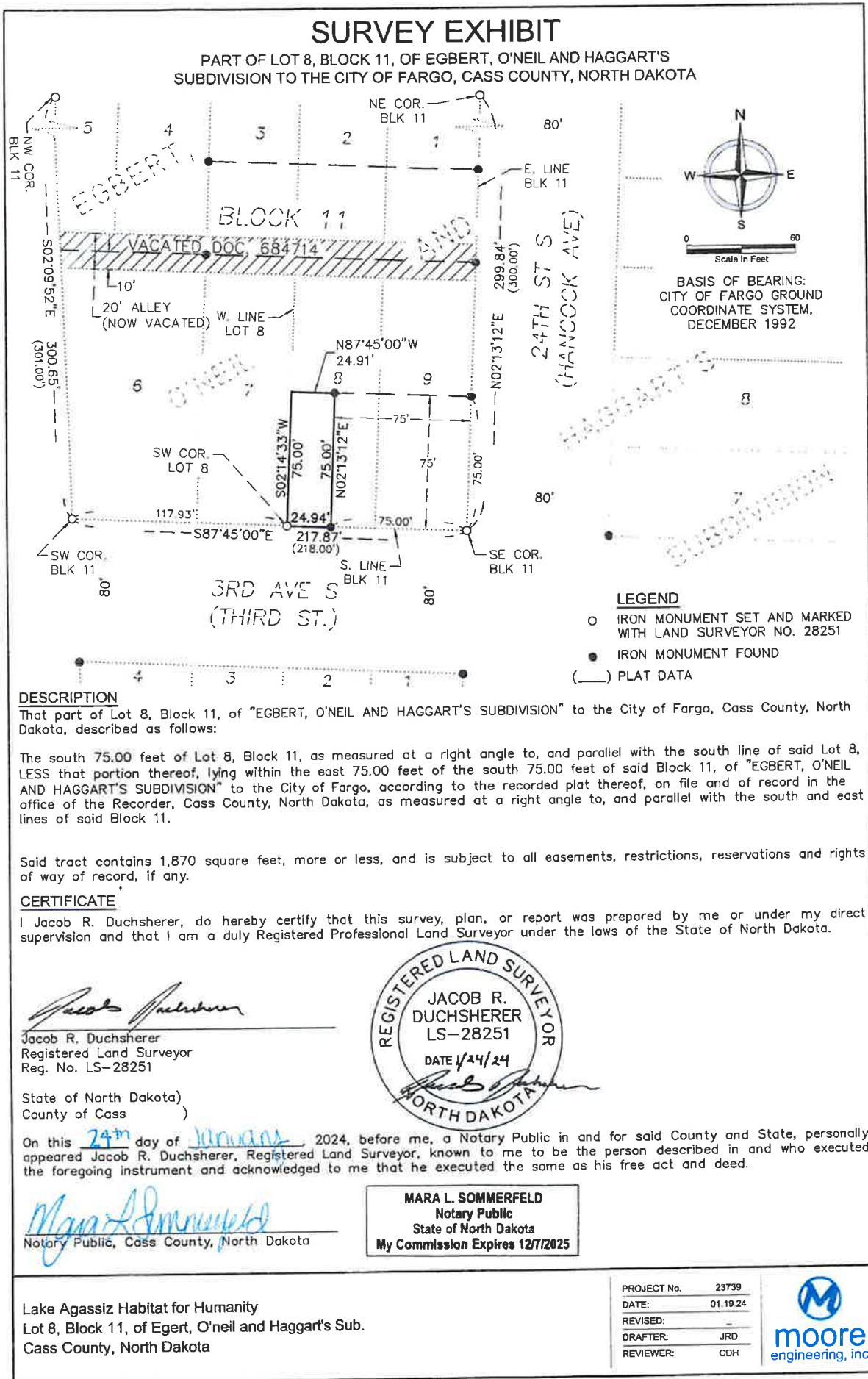
(STAMP)




Notary Public

I certify that the requirement for a report or statement of full consideration paid does not apply as this transaction is exempt under North Dakota Century Code §11-18-02.2(6)(h).

Signed: _____ Date: _____
Grantee or Agent





**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

⑤

April 11, 2024

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

RE: Dangerous Building located at 1022 9th Avenue North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Conclusions and Order, and Notice regarding the dangerous building proceeding for the property at 1022 9th Avenue North. At its April 1, 2024 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Conclusions and Order, and Notice.

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

Sincerely,



Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

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

Property Address: 1022 9th Avenue North, Fargo, North Dakota

Property Owner: Residential Accredit Loans, Inc.

A hearing was held before the Board of City Commissioners of the City of Fargo on the 1st day of April, 2024 regarding the property located at 1022 9th Avenue North, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property.

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

FINDINGS OF FACT

1. That Residential Accredit Loans, Inc. is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Eleven (11), Block Ten (10), Harwood's 3rd Addition to the city of Fargo

Street address: 1022 9th Avenue North, Fargo, North Dakota, 58102

[hereinafter "Subject Property"].

2. That on January 17, 2024, Bill Thompson, Building Inspector for the city of Fargo, inspected the Subject Property and found the building, consisting of a two-story, wood-framed structure to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

3. That the building is unsafe and dangerous in the following respects: (a) multiple broken windows; (b) foundation buckling and multiple areas of loose brick on the south side of the building; (c) unpermitted electrical work; (d) rotten and missing fascia with signs of infestation;

(e) inoperable gutters; (f) no water service (terminated in June 2022); (g) no electrical service (cut at the pole in October 2023); (h) multiple areas of interior ceiling damage; (i) infestation with numerous types of feces found within multiple areas of the interior, and a deceased bat found in the basement; and (j) junk accumulation, along with squatter activity with drug paraphernalia present.

4. That the following conditions exist concerning the Subject Property:

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

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before January 17, 2024, concerning the Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted on the property on or about February 5, 2024, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

7. That the owner has agreed to demolish the dangerous building before May 31, 2024, and has contracted with a demolition contractor to complete that work.

CONCLUSIONS AND ORDER

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

1. That the building located at 1022 9th Avenue North, Fargo, North Dakota 58102, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building on the Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the owner or anyone else claiming to have an ownership interest in said building has failed to do so.

IT IS HEREBY ORDERED that Residential Accredit Loans, Inc. or anyone else claiming an ownership interest, shall demolish the “dangerous building” and remove all building debris located at 1022 9th Avenue North, Fargo, North Dakota by May 31, 2024.

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

DATED this ____ day of April, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: RESIDENTIAL ACCREDIT LOANS, INC. AND ALL OTHER PERSONS HAVING
INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1022 9TH AVENUE NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the Subject Property may be demolished by the city of Fargo at any time on or after May 31, 2024.

DATED this _____ day of April, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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April 11, 2024

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

**RE: Findings, Conclusions and Order of the Board of City Commissioners of the city of
Fargo regarding the Liquid Hospitality, LLC, d/b/a Windbreak**

Mayor and Commissioners,

Presented for your consideration and approval please find Findings, Conclusions and Order in accordance with Fargo Municipal Code § 25-1513 regarding your previous decision on March 5, 2024, finding Liquid Hospitality, LLC, d/b/a Windbreak violated Fargo Municipal Code § 25-1509.2 on October 21, 2023.

Suggested Motion: I move to adopt the Findings, Conclusions and Order regarding the Windbreak license violation, as presented.

Please feel free to contact me should you have any questions, comments, or concerns.

Regards,

Nancy J. Morris

cc: Steve Sprague
Chief David Zibolski

Findings, Conclusions and Order of the Board of City Commissioners of the city of Fargo regarding the Liquid Hospitality, LLC, d/b/a Windbreak Saloon License Violation

The matter before the Board of City Commissioners of the city of Fargo (City Commission) is whether Liquid Hospitality, LLC, d/b/a Windbreak Saloon (hereinafter Windbreak or Licensee) violated Fargo Municipal Code §25-1509.2 on October 21, 2023. If the City Commission finds a violation has occurred, the administrative penalty(s) in accordance with Fargo Municipal Code §25-1512 shall be applied. The Licensee received notice of the asserted violation and was heard by the Liquor Control Board on January 25, 2024, and the City Commission at a Special Meeting on March 5, 2024.

Fargo Police Chief David Zibolski and Sgt. Aldin Golos presented the factual basis to the Liquor Control Board and City Commission recommending a finding of a violation of Fargo Municipal Code §25-1509.2. Attached hereto and made a part of these Findings, Conclusion and Order is a Memorandum from Sgt. Aldin Golos to Captain Helmick dated November 6, 2023, regarding a Windbreak call for service video review (Exhibit A). The Memorandum outlines the reports of the officers who responded to a call to the Windbreak, finding a “passed out male who was extremely intoxicated. Officers said he couldn’t walk, form complete sentences, stand on his own, and had urinated himself.” The Memorandum confirms that the passed out male “was drinking at the Windbreak. He was transported to the hospital and then jail detox. I watched the BWC and agreed with these assessments.” Based on this report, Sgt. Golos then reviewed the surveillance video with Mike (the owner of the establishment) “from the time the male entered

the Windbreak to when officers located him.” Sgt. Golos provided a detailed and extensive recitation of the factual basis for the liquor license violation recommendation.

Fargo Municipal Code section 25-1509.2 states:

25-1509.2. - Restrictions on obviously intoxicated or impaired persons.

No licensee, partner, principal, agent, or employee of any licensee shall sell, serve, or furnish alcoholic beverages to, or allow possession or consumption of alcoholic beverages on the licensed premises, by any person who is or has become intoxicated or impaired by alcohol or drugs. A person may be considered to be obviously intoxicated or impaired when it can be determined by appearance, conduct, or demeanor. The term "obviously intoxicated or impaired" shall mean that the person's obvious intoxication or impairment be reasonably discernible or evident to a person of ordinary experience. Such indicators of intoxication or impairment may include, but are not limited to, a combination of any of the following types of conditions:

- A. Problems with, or inability to maintain, balance, i.e., stumbling, swaying, staggering gait, bumping into furniture while walking, falling against bar or off stool, resting head on bar;
- B. Ineffective muscular coordination, i.e., spilling and/or knocking over drinks, unable to pick up change;
- C. Delayed responses, rambling, disorientation, and mental confusion;
- D. Strong smell of alcohol;
- E. Unusual or distorted speech, i.e., slurred, thick tongue, uncontrollable voice pitch, muttering;
- F. Bloodshot, watery, or glassy eyes, flushed face;
- G. Condition of clothes and hair, i.e., soiled clothing, urinated upon clothing, disheveled;
- H. Unusual behavior, i.e., vomiting, profanity, crying, hiccups, fighting, loud, boisterous, obnoxious behavior, sleeping or unconscious;
- I. Anxious, scratching, paranoia, dry mouth, or dilated pupils.

Violation of this ordinance may result in sanctions as prescribed in Section 25-1512(F). Violations may be established with direct and indirect evidence.

The Licensee was represented by attorney Timothy O’Keeffe before both the Liquor Control Board and City Commission. The City Commission further considered the submitted documents, the recommendation of the Liquor Control Board, arguments of counsel and all documents presented.

The City Commission makes the following Findings of Fact, Conclusions and Order in accordance with Fargo Municipal Code §25-1513.

FINDINGS OF FACT

1. City Auditor Steven Sprague advised the Windbreak Saloon he had determined that Windbreak Saloon “violated liquor license requirements as defined in section 25-1509.2 of the Fargo Municipal Code, including overserving an obviously intoxicated patron.”
2. City Auditor Sprague had received information from the Fargo Police Department on which he based this determination, including the Memorandum from Sgt. Aldin Golos to Captain Helmick dated November 6, 2023, identified as a Windbreak call for service video review, containing a detailed timeline of events.
3. The Liquor Control Board met and heard evidence of the liquor license violation on January 25, 2024.
4. Chief of Police David Zibolski and Sgt. Aldin Golos presented a detailed factual recitation of the events that occurred in the Windbreak on October 21, 2023. The facts are presented in the form of a timeline from Sgt. Golos’s review of the video from the Windbreak, with a particular time designation. Sgt. Golos described in detail the circumstances in which the bar patron consumed 10 shots of liquor and 4 mixed drinks in less than a 2 hour time period.

5. The Liquor Control Board considered all the evidence and recommended a finding of a violation of Fargo Municipal Code § 25-1509.2 against the Windbreak.
6. The Windbreak requested a hearing before the City Commission following the Liquor Control Board recommendation. A special City Commission hearing was held on March 5, 2024.
7. Sgt. Golos again presented the factual basis in the form of a detailed summary of the timeline and description of the video review for consideration by the City Commission to independently find a violation of Fargo Municipal Code § 25-1509.2.

CONCLUSIONS

The Board of City Commissioners of the city of Fargo finds that Liquid Hospitality, LLC, d/b/a Windbreak Saloon provided alcohol to a person who had become overly intoxicated on October 21, 2023, in violation of FMC § 25-1509.2. The sheer number of drinks consumed by the patron over a very short period of time, coupled with the extreme and dangerous evidence of intoxication exhibited by the patron when he was assisted out of the establishment and was in need of medical assistance upon exiting, are all facts consistent with the “indicators of intoxication or impairment” stated in the ordinance. The Windbreak asserts that different servers provided the patron alcohol over the course of the evening, discounting that a bar tab was maintained which should have informed the employees of the number of shots and mixed drinks purchased. Further, the video summary clearly places the patron at the bar for many of the drinks consumed. The patron’s intoxication was “obvious when he was escorted outside” and prior to that time staff gave him water and escorted him outside due to his need help walking. The Windbreak clearly served an intoxicated person based on the video evidence of the patron consuming 10 shots and 4 mixed drinks in less than 2 hours. The bartender and other servers are required to be server trained and recognize the signs of

impairment or intoxication. That this gentleman was intoxicated should have been obvious to even the untrained eye. The servers wholly failed to act in accordance with their required training by failing to cease service of alcohol to an intoxicated person; he was permitted to consume alcohol in an amount that shocks the conscience. Fargo Municipal Code §25-1509.2 states it is unlawful and a liquor license violation to “sell, serve, or furnish alcoholic beverages to, or allow possession or consumption of alcoholic beverages on the licensed premises, by any person who is or has become intoxicated or impaired by alcohol or drugs.” (emphasis added).

The Windbreak sold, served and allowed the patron to continue to consume alcohol until it was necessary for him to be assisted off of the bar stool and helped outside by Windbreak security.

ORDER

After considerable discussion, questions and thorough review of all of the evidence, including arguments by counsel, Commissioner Piepkorn moved to support the recommendation of the Liquor Control Board and further find that a violation of Fargo Municipal Code § 25-1509.2, is factually supported, and to impose an administrative penalty consistent with a 2nd violation (a \$1,000 administrative penalty and a one day suspension).

Commissioner Kolpack seconded the motion. On roll call vote, the motion was passed unanimously. Mayor Mahoney was absent and not voting.

DATED this ____ day of April, 2024.

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

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

ATTEST:

Steve Sprague, City Auditor

Exhibit "A"



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: Captain Helmick,

From: Sgt. Aldin Golos *AG*

Date: 11.06.2023

RE: Windbreak call for service video review.

AC St. John's

ICR 2023-00075171

On October 21, 2023, at approximately 0217 hours Officers responded to the Windbreak. The caller was a patron. Officers located a passed out male who was extremely intoxicated. Officers said he couldn't walk, form complete sentences, stand on his own, and had urinated himself. The male was drinking at the Windbreak. He was transported to the hospital and then jail detox. I watched the BWC and agreed with these assessments.

I watched the surveillance video with Mike. I watched the surveillance from the time the male entered the Windbreak to when officers located him. Below are my observations.

- 2351 hours: The male enters the Windbreak and goes to the ATM. He is walking normally and appears fine.
- 0012 hours: The male is playing Pig Wheel. A server brings him his first drink. It appears to be a mixed drink in a small glass.
- 0022 hours: The male goes to the bar and sets the drink down.
- 0025 hours: Orders another mixed drink for himself.
- 0037 hours: Orders a shot and drinks it.
- 0043 hours: The male is at a table with his mixed drink talking to someone. He appears fine, walking fine etc.
- 0044 hours: The male buys two bomb shots, one for himself and one for the person at the table. Mike explained these shots are pretty weak because they are cheap and people buy them often. They are liquor/energy drink shots.
- 0048 hours. The male goes to the restroom.
- 0051 hours: Comes out of the restroom and is walking normally.
- 0054 hours: Buys two drinks but gives them away.
- 0057 hours: Buys three mixed shots. Drinks one and gives the other two away.

Exhibit "A"

- 0059 hours: Buys one mixed drink.
- 0104 hours: Buys one mixed drink and two "jag bombs" shots.
- 0108 hours: Drinks both jag bomb shots.
- 0114 hours: The male is walking normally.
- 0118 hours: Takes another shot (could be the bomb shot).
- 0128 hours: Takes another shot (could be a bomb shot).
- 0129 hours: The male walks away. He appears to walk slower but he is walking straight.
- 0132 hours: The male is talking to security by the cash register inside the main entrance. He looks normal.
- **0138 hours: At this point, the male goes to the bar and sits down. From this point forward, he is sitting on a stool and his back is to the camera. All of the following drinks are with employees including the manager Bryan.**
- 0138 hours: Takes a shot.
- 0142 hours: Takes a shot.
- 0145 hours: The server gives him the tab. It should be noted prior to this he had been served by different servers.
- 0148 hours: Takes a shot. It looks like he just took it off the table and it wasn't his. Likely for one of the employees.
- 0154 hours: Staff gives him a water.
- 0156 hours: Security is escorting him outside and he needs help walking.

Summary:

In this situation I can't definitively say the male was over-severed. I believe the male became overly intoxicated at some point when he was sitting on the stool. I can't say if this occurred prior to the drinks he was given because his back was to the camera and he didn't stand up/move at any point, he was just sitting there taking shots. It appears the alcohol caught up to him however; I am not able to tell at what point that happened other than the obvious when he was escorted outside.

Totals: 4 mixed drinks and 10 shots.

Five 08
 CC: N. MORRIS } FOR REVIEW
 S. SPRAGUE } & RECOMMENDATION

RUB

Chief Zbolski - FYE



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (2-2023)

700

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

Full, Legal Name of Gaming Organization

Boys + Girls Club of Red River Valley

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

Name of Location

Suite Shots

Street

3400 James Way So

City

Fargo

ZIP Code

58104

County

CASS

Beginning Date(s) Authorized

5-6-24

Ending Date(s) Authorized

5-6-24

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 Dining and Golfing Area

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

5-6-24

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☒

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/15/24

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(76)

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

Full, Legal Name of Gaming Organization

North Dakota Association for The Disabled, Inc.

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

Name of Location

Bulldog Tap

Street

4265 45th St S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

07/01/2024

Ending Date(s) Authorized

06/30/2025

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)

Gaming will be conducted in the entire bar (excluding restrooms).

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/15/24

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

Steven Sprague/City Auditor

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

76

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

Full, Legal Name of Gaming Organization

North Dakota Association for The Disabled, Inc.

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

Name of Location

Cowboy Jack's

Street

506 Broadway

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

07/01/2024

Ending Date(s) Authorized

06/30/2025

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)

Gaming will be conducted in the entire bar (excluding restrooms).

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒ Bingo

☐ **ELECTRONIC** Quick Shot Bingo

☒ Raffles

☐ **ELECTRONIC** 50/50 Raffle

☒ Pull Tab Jar

☒ Pull Tab Dispensing Device

☒ **ELECTRONIC** Pull Tab Device

☐ Club Special

☐ Tip Board

☐ Seal Board

☐ Punchboard

☐ Prize Board

☐ Prize Board Dispensing Device

☒ Sports Pools

☒ Twenty-One

☐ Poker

☐ Calcuttas

☐ Paddlewheel with Tickets

☒ Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/15/24

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

Steven Sprague/City Auditor

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

706

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

Full, Legal Name of Gaming Organization

North Dakota Association for The Disabled, Inc.

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

Name of Location

O'Kelly's

Street

3800 Main Ave

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07/01/2024

Ending Date(s) Authorized

06/30/2025

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)

Gaming will be conducted in the entire bar (excluding restrooms).

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/15/24

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

Steven Sprague/City Auditor

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

7e

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

Full, Legal Name of Gaming Organization

Northern Prairie Performing Arts

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

Name of Location

SouthTown PourHouse

Street 4281 45th St S Ste. 104	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25	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 lounge area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<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 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 checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel 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		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 04/15/24
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

(7f)

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

Full, Legal Name of Gaming Organization

Northern Prairie Performing Arts

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

Name of Location

The Windbreak

Street

3150 39th St S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

7/1/24

Ending Date(s) Authorized

6/30/25

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 lounge area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☒

Twenty-One

☐

Raffles

☐

Seal Board

☒

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☒

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☒

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/15/24

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

Steven Sprague/City Auditor

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

(Signature)

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

Full, Legal Name of Gaming Organization

Fraser Ltd.

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

Name of Location

Golf Addiction

Street 4474 23RD Ave S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7.1.24	Ending Date(s) Authorized 6.30.25	Number of Twenty-One tables, if zero, enter "0" 0	

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

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Blngo	<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"/> Paddlewheel 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		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 04/15/24
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

7h

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

Full, Legal Name of Gaming Organization

Fraser Ltd.

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

Name of Location

Space Aliens

Street

1840 45TH Street S.

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7.1.2023

Ending Date(s) Authorized

6.30.2024

Number of Twenty-One
tables, if zero, enter "0"

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

All locations throughout the bar portion of the restaurant.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/15/24

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

7i

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

Full, Legal Name of Gaming Organization

Fraser Ltd.

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

Name of Location

Cairo Restaurant & Bar

Street 4554 Seventh Ave E	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7.1.24	Ending Date(s) Authorized 6.30.25	Number of Twenty-One tables, if zero, enter "0" 0	

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

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<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 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"/> Paddlewheel 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		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 04/15/24

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

Steven Sprague/City Auditor

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



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

91

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

Doublewood Lounge

Street

3333 13th ave S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

July 1 2024

Ending Date(s) Authorized

June 30 2025

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)

Against the north wall for blackjack, Etabs will be on the high rise

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

04/15/2024

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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Licensing Section
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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



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

7K

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

Fargo Elks Lodge #260

Street 3435 North Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	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)

1st floor bar and pool table area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<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 checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" 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"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 04/15/2024
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

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

SFN 933

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

FAR 2024-48

Applying for (check one) ☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party ☐ Twenty-One* ☐ Paddlewheels*

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker*

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

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

ORGANIZATION INFO

Name of Organization or Group: Bella Garcia Fundraiser Dates of Activity (Does not include dates for the sales of tickets): April 28th 2024

Organization or Group Contact Person: Rosalinda Garcia E-mail: Zamarronrosa02@gmail.com Telephone Number: 320 212 4469

Business Address: 921 4th St N City: Fargo State: ND ZIP Code: 58102

Mailing Address (if different): _____ City: _____ State: _____ ZIP Code: _____

SITE INFO

Site Name: Bella's Dulce Sweets & treats County: Cass

Site Physical Address: 413 N Broadway City: Fargo State: ND ZIP Code: 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.):
April 28th 2024 @ 4-5:30pm

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Gift Baskets 1 @	300.00
"	Gift Baskets 2 @ 100.00	200.00
"	Gift Baskets 1 @	350.00
Total (limit \$40,000 per year)		\$ 2130

* Continued...

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: medical fundraiser for Mayo trips and Menings magic wand wish

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer: Rosalinda Garcia Telephone Number: 320 212 4469 E-mail Address: Zamarronrosa02@gmail.com

Signature of Organization Group's Permit Organizer: Rosalinda Garcia Title: _____ Date: 3-29-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 44

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

186

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Hope Blooms		Dates of Activity (Does not include dates for the sales of tickets) 05/07/24	
Organization or Group Contact Person Kelly Krenzel	E-mail kelly@hopeblooms.org	Telephone Number 701-491-8821	
Business Address 758 34th St. N., Suite O	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) PO Box 9705	City Fargo	State ND	ZIP Code 58106

SITE INFO

Site Name Avalon Events Center		County Cass	
Site Physical Address 2525 9th Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Conducted during a fundraising event (Belles & Blooms) on 5/7/24.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle board	120 \$100/each Floret & Foliage subscription: One year of flowers (one bouquet per month)	1,200.00
Raffle board	Love Always Floral gift card	500.00
Total (limit \$40,000 per year)		\$ 1,700.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Fund resources and supplies for Petal It Forward & Flower Empower	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Hope Blooms	Telephone Number 701-491-8821	E-mail Address kelly@hopeblooms.org
Signature of Organization Group's Permit Organizer 	Title Founder/Executive Director	Date Mar 28, 2024

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group Lincoln Elementary PTA		Dates of Activity (Does not include dates for the sales of tickets) 4/26/2024	
Organization or Group Contact Person Ahron Walter	E-mail lincolnelementaryptaaps@gmail.com	Telephone Number 701-730-2229	
Business Address 2120 9th St S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Lincoln Elementary School		County Cass	
Site Physical Address 2120 9th St S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - 4/26			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash	TBD <\$1,000
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds PTA General Fund	<i>School events and Programs</i>
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <\$1,000 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Ahron Walter	Telephone Number 701-730-2229	E-mail Address lincolnelementaryptaaps@gmail.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date 4/1/2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (4-2023)

(8d)

Applying for (check one)

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

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

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

ORGANIZATION INFO

Name of Organization or Group Benefit for Buretha family		Dates of Activity (Does not include dates for the sales of tickets) 2/1/27/24	
Organization or Group Contact Person DeAnn Wika	E-mail deewika40@gmail.com	Telephone Number 701-436-6267	
Business Address 2611 main Ave	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Specks Bar		County Cass	
Site Physical Address 2611 main Ave	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle	6 bundles of meat - 6 rounds	30 Per Bundle
Total (limit \$40,000 per year)		\$ 180 ⁰⁰

Intended Uses of Gaming Proceeds Medical Expenses
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 180 ⁰⁰ (This amount is part of the total prize limit for \$40,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Name DeAnn Wika	Title Manager	Telephone Number 701 436 6267	E-mail Address deewika40@gmail.com
Signature of Organization or Group's Top Official DeAnn Wika		Title	Date 4-3-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (4-2023)

(Se)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group Pray for Gray		Dates of Activity (Does not include dates for the sales of tickets) 5-10-24	
Organization or Group Contact Person Hilary Chisholm		E-mail prayforgraynd@gmail	Telephone Number 701-566-4334
Business Address P.O. Box 446		City Fargo	State ND
Mailing Address (if different) Same		City	ZIP Code 58107

SITE INFO

Site Name Avalon Events Center		County Cass	
Site Physical Address 2525 9th Ave S		City Fargo	State ND
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 5-10-24 5:00pm - 9:00pm		ZIP Code 58103	

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	\$500 gift card to Jasper hotel	\$500
Total (limit \$40,000 per year)		\$ 500

Intended Uses of Gaming Proceeds support persons w/ brain tumors	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Name Hilary Chisholm	Title Executive Director	Telephone Number 701-566-4334	E-mail Address prayforgraynd@gmail.com
Signature of Organization or Group's Top Official 		Title Executive Director	Date 4-5-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

(8f)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group EL ZAGAL PROVOST GUARD		Dates of Activity (Does not include dates for the sales of tickets) SEPTEMBER 12, 2024	
Organization or Group Contact Person MIKE RIECKMAN	E-mail MSR2KER@GMAIL.COM	Telephone Number 701-388-7123	
Business Address 1429 3RD ST N	City FARGO	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name EL ZAGAL SHRINE TEMPLE		County CASS	
Site Physical Address 1429 3RD ST N	City FARGO	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) SEPTEMBER 12, 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
TICKET PRIZE	DRAWING FOR 1 OF 8 CASH PRIZES (2@\$200, 6@\$100)	\$1,000
RAFFLE BOARD	SIGN UP FOR A 1-100 SQUARE, WINNER BASED UPON DRAWING	\$2,500
RAFFLE	PAY ENTRY FEE, PICK A RANDOM NUMBER, WIN ASSOCIATED PRIZE	\$1,500
100 Bottles of various alcohol @ \$15.		Total (limit \$40,000 per year)
		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>Hospital transportation fund</i>
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$1,000 (This amount is part of the total prize limit for \$40,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer MICHAEL RIECKMAN	Telephone Number 701-388-7123	E-mail Address MSR2KER@GMAIL.COM
Signature of Organization Group's Permit Organizer <i>Michael Rieckman</i>	Title BIERSTRUBE COMMITTEE	Date



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (4-2023)

89

Applying for (check one)

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

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

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

ORGANIZATION INFO

Name of Organization or Group Red River Valley Woodcarvers		Dates of Activity (Does not include dates for the sales of tickets) April 26-28, 2024	
Organization or Group Contact Person Rhonda Smith, Show Director	E-mail rhondasmith.carver@gmail.com	Telephone Number (218) 839-4259	
Business Address PO Box 10547	City Fargo	State ND	ZIP Code 58106
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Air Museum		County Cass	
Site Physical Address 1609 19th Ave N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) April 26-28, 2024 Raffle and Raffle board			

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle tickets	Flex-cut tools, spoon carving knife, palm set, starter set	\$ 313 ⁸⁵
raffle tickets	Helvie carving Knives (2)	\$ 80 ⁰⁰
raffle board	Grizzly sharpener, pyography filter	\$ 212 ⁰⁰
Total (limit \$40,000 per year)		\$ 605.85

Intended Uses of Gaming Proceeds

to bring woodcarvers/woodcarving and the public together through community events.

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes
 ☒ No

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

☐ Yes
 ☒ No

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

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

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

☐ Yes
 ☒ No

Name Rhonda Smith	Title Show Director	Telephone Number (218) 839-4259	E-mail Address rhondasmith.carver@gmail.com
Signature of Organization or Group's Top Official Ok B. Smith		Title President	Date 4-6-2024

(9)

MEMORANDUM

To: BOARD OF CITY COMMISSIONERS
From: DR. TERRY HOGAN, DIRECTOR DIVERSITY, EQUITY & INCLUSION
Date: April 2, 2024
Re: Juneteenth 2024

Each year, the Fargo Human Rights Commission (HRC) collaborates with the Diversity, Inclusion & Equity office to sponsor Juneteenth, a community-wide celebration, curated by Fred's Dissonance. The celebration commemorates the anniversary of the Union army proclaiming freedom for enslaved peoples on June 19th, 1865. This year's festivities will include education, entertainment, virtual reality, art, and volunteerism. Participants of all backgrounds are invited to engage in these cultural events for free. The event showcase the talents of local Black and Brown artists.

This year's event curated by Fred's Dissonance will be on June Saturday June 15th, 2024. The event is budgeted to cost \$15,000. In the past years, Fred's Dissonance received financial and in-kind sponsorship from community partners, to offset cost to the City. We plan to do the same this year to secure community sponsorships as well.

Suggested Motion:

Approve City of Fargo sponsorship of the 2024 Juneteenth event, up to \$15,000. Budgeted funds exist for the sponsorship.

5TH ANNUAL — FARGO JUNETEENTH

fredsdissonance@gmail.com
@fredsdissonance

To Whom It May Concern,

As our community in Fargo continues to grow and expand, so does the importance of fostering inclusivity and unity. We, at Fred's Dissonance, have been dedicated to this mission since our inception. We believe that a community's strength lies in its unique tapestry of individuals, and it's our vision to provide opportunities for marginalized communities to celebrate their uniqueness, embrace their talents, and build a lasting legacy for our city and region.

Our flagship event, the 5th Annual FM Juneteenth Celebration, embodies our commitment to this cause. Scheduled for Saturday, June 15th, this celebration commemorates the anniversary of the Union army proclaiming freedom for enslaved peoples on June 19th, 1865. This year's festivities will include education, entertainment, virtual reality, art, and volunteerism. Participants of all backgrounds are invited to engage in these cultural events for free.

With your support, we can make this year's Juneteenth Celebration the best one yet. Your sponsorship will allow us to provide over 150 youth with free meals and offer more than 400 families complimentary photos and Juneteenth products. Additionally, we aim to showcase the talents of Black and Brown artists from our community, compensating them fairly for their contributions.

We hope you consider joining us in this effort. Your support will not only help us continue our mission but also ensure that we can offer meaningful programs and events that celebrate our community's rich tapestry of individuals, promote cultural understanding, and uplift marginalized communities. Thank you for your consideration.

Thanks,
Frederick Edwards Jr

Best Regards,



Fred Edwards Jr

WWW.FREDSDISSONANCE.COM

REGISTERED 501(C)(3) EIN: 82-0859267

417 MAIN AVE, SUITE 401 | FARGO, ND, 58103

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(10)

Type: Excavation Guideline Revisions

Location: Citywide

Date of Hearing: 3/25/2024

RoutingCity Commission
PWPEC File
Project FileDate4/15/2024
X
Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding revisions to the Excavation Fees and Guidelines Supplement.

Standard Specifications for Construction only allow abandoning the original wye when necessary and require the entire wye be removed when abandoned. This revision to the Guidelines are an effort to reinforce this Specification.

A couple additional minor revisions include more detail on how to repair electrical feeds for the City street lights and traffic signals. The prices for plastic pavement markings were also adjusted to current pricing if the Excavator chooses to have the City complete this work.

Staff is seeking approval of the Guideline revisions.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Excavation Guideline revisions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Excavation Guideline revisions.

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
Brenda Derrig, Assistant City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: March 21, 2024
Re: Proposed Excavation Guideline Revisions

Background:

Excavation Ordinance, Article 18-09 was rewritten and approved April 17, 2023. The Ordinance mandates compliance with the Excavation Fees and Guidelines Supplement and Standard Specifications for Construction. The Guidelines added a video inspection be performed by Public Works in an effort to ensure the private sanitary sewer service connections to the Sanitary Main meet all requirements.

Public Works has been performing the video inspections and observed abandoned wye connections along with new wye connections a few feet from the abandoned wye. Video observation include misaligned saddle wyes with dirt entering the sewer main along with items placed in the abandoned wye prior to placing a concrete collar on the abandoned wye. Standard Specifications for Construction only allow abandoning the original wye when necessary and require the entire wye be removed when abandoned. The revisions to the Guidelines are an effort to reinforce this Specification.

A couple additional minor revisions include more detail on how to repair electrical feeds for the City street lights and traffic signals. The prices for plastic pavement markings were also adjusted to current pricing if the Excavator chooses to have the City complete this work.

Standard Specification for Construction:

When new taps are necessary on existing mains, PVC saddle wyes with a rubber gasket shall be used. The saddle wyes shall be installed as per the manufacturer's recommendation and attached with two stainless steel straps. Inserta-tecs shall be installed by coring the existing sewer main, patching any openings and installing the Inserta-Tec. Inserta-Tecs will only be allowed when approved by the Engineer.

When connecting to an existing clay main: Using care, the Contractor shall remove the entire wye branch down to the main and install a PVC saddle wye.

Recommended Motion:

Approve the revisions to the Excavation Fees and Guidelines Supplement with an effective date of April 1, 2024, pending approval from the City Commission.

KOG/klb

Attachment

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, Section 18-0901 of the Excavation Ordinance provides excavation guidelines shall be set by resolution by the Board of City Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO that the Excavation Fees and Guidelines revised May 1, 2024, attached hereto, shall be set as follows, with an effective date beginning May 1, 2024.

Dated this _____ day of April, 2024.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

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

Excavation Fees and Guidelines

Revised May 1, 2024

The following fees and guidelines supplement the requirements of Fargo Municipal Code Article 18-09 (Excavation Code). All work must also comply with the Specifications for Construction, except as modified herein.

I. Fee, Insurance, and Bond Requirements

- A. The fee for a City-issued Excavator's License shall be \$250 annually due at the time of application. All City-issued Excavator Licenses expire on March 1.
- B. An applicant must file proof of liability insurance with the City Auditor and must agree in writing, on forms provided by the City Auditor, to hold the City harmless from any and all damages claimed by reason of negligence, carelessness, incompetence, or omission on the part of the applicant in the performance of its work, the same to include, but not be limited to, careless guarding of excavations or failure to restore all public properties to as good a condition as they were before such work was done. The minimum amount of insurance shall be \$1,000,000 per occurrence.
- C. No license shall be granted by the City Auditor unless the applicant shall have given a bond that shall be in effect for two years, with good and sufficient surety, conditioned, among other things, that the applicant will save harmless the City from damages caused by reason of any negligence or faulty work by the applicant or any employee of the applicant, and that the material used and the work done shall be strictly in accordance with the requirements of 18-0909. The minimum amount of the bond shall be \$100,000 with the effective date of March 2.

II. General Permit Conditions

- A. Requirements before starting excavation
 - 1. Any Excavator that places concrete on City Streets must also submit proof of ACI Concrete Flatwork Certification as required in Section 2100 of the Specifications.
 - 2. The Permittee shall give all businesses affected by the project a minimum of 7 calendar days written notice of the project and the anticipated impacts to their business. This notice allows the Permittee and the adjacent businesses the time needed to coordinate garbage pickup, deliveries, etc. This written notice shall include the name of the Permittee and contact information for the onsite supervisor.
 - 3. The Permittee shall give all residents affected by the project a minimum of 2 calendar days written notice of the project and the anticipated impacts to their residence. Impacted residents include all residents affected by a water main shutdown and also residents that are in an area where the roadway is rerouted. This written notice shall include the name of the Permittee and the contact information for the onsite supervisor.
 - 4. The Permittee shall give the City Engineer a minimum notice of 2 business days prior to beginning a project so a press release can be created and distributed for the general public. This notice shall include a start date, impacts, and duration of the impacts.

5. The Permittee shall develop a traffic control plan if the work requires a sidewalk, parking lane, traffic lane, or road closure. The traffic control plan must include details on how traffic and pedestrians will be managed during the project. The sidewalk on one side of the street must remain open to the public at all times unless an alternate plan is approved by the City Engineer. The traffic control plan must be approved by the City Engineer at least two business days prior to work starting. Any changes to the traffic control plan must be approved by the City Engineer.

Traffic control on arterials and collectors shall meet all requirements for Traffic Control – Type 2 as specified in Section 4100 of the Specifications. Traffic control on all other roadways shall meet Traffic Control – Type 1 in Section 4100 of the Specifications. Permittee is responsible for all costs associated with traffic control.

6. Business Signing – Permittee shall provide business signing as specified by the City Engineer. Businesses that are impacted by a closed roadway shall have signs along the detour route indicating the best option for access to their business.
7. Trees – The Permittee shall use care to protect trees within the work area that are to remain during construction. In order to minimize tree damage the critical root zone (CRZ) must be protected from heavy construction activities at all times. The Permittee will be required to establish and mark out the CRZ areas prior to construction or staging occurring.

In the event the Permittee has work that must be performed within the CRZ, every effort must be made to minimize damage to the trees within the CRZ. Prior to commencing work within the CRZ, the Permittee will be required to present a plan of action to City Engineering that may include using smaller equipment, boring utilities, or other means of non-evasive action that will protect the trees. All branches and any roots over 4” diameter that are to be cut will require an inspection by a Forestry Department representative or other designated individual. Exposed roots shall be cut clean and backfilled as quickly as possible to avoid drying out.

If damage is caused to any existing tree due to the Permittee failure to adhere to the tree protection requirements, the City Forester will assess the damage to determine if the damage can be repaired or if the tree must be removed. Any action plan, as determined by the City Forester, to repair damaged trees shall be done by a certified arborist at the Permittee’s expense. If damage is so severe that tree removal is necessary, then the City will bill the Permittee for the appraised value of the trees, as determined by the City Forester utilizing the most recent edition of the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers. The Permittee shall make payment within 30 days or interest will accrue until paid in full, in accordance with City policy.

8. The excavation work shall be performed and conducted so as not to interfere with access to emergency facilities such as fire hydrants, fire stations, fire escapes and any other emergency facilities designated by the City Engineer. If it becomes necessary to impact any of these facilities, the Permittee must contact the City Engineer and obtain approval prior to conducting any work that interferes with emergency facilities.

9. Permittee will have 30 days from the date of notice to complete all work in the Right of Way. The City will take necessary actions to complete temporary patches at any locations where the sidewalk or street are not finished. Any items in the right of way that are considered a hazard to the public will also be remedied by the City. The definition of hazard will be determined by the City Engineer. The cost to complete this work by the City or by any party contracted with the City will be the responsibility of the Permittee. Payment must be made by the Permittee within 30 days or interest will be charged.

B. Requirements during excavation

1. Permittee shall conduct and carry out excavation work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. In the performance of the excavation work, the Permittee shall take appropriate measures to reduce, to the fullest extent practicable, noise, dust and unsightly debris.
2. Boring or other methods to prevent cutting of pavement may be required by the City Engineer.
3. Permittee must comply with City noise ordinances, except in cases of emergency with written approval of the City.
4. Permittee shall install and maintain all traffic control and add additional devices as needed or as directed by the City Engineer.
5. The Permittee shall preserve and protect from damage any adjoining property by providing adequate support and taking all necessary measures. The Permittee shall, at its own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the work and shall be responsible for all damage to public or private property resulting from its failure to properly protect and carry out said work.
6. No cleated equipment, buckets, or outriggers may be used on pavement unless pavement can be protected from damage to surface or subgrade.
7. The Permittee shall spot the location of all underground facilities within the excavation area by exposing prior to machine digging and protect the same against damage.
8. Permittee shall not inhibit or alter existing drainage patterns during or after the permitted work has been completed and restored.
9. Potholing shall be allowed under permit in City sidewalk or ADA ramps for locating purpose. Potholed sections shall be replaced during restoration. Partial section replacement is not permitted. The entire section of sidewalk and/or ADA ramp shall be removed and replaced to the nearest score line. Refer to Section 2300 of the Specifications. Additional ADA ramp layouts are available at <https://fargond.gov/city-government/departments/engineering/engineering-services/right-of-way-management/excavation-guidelines-policies>. Permittee shall contact the City Engineer prior to potholing in the street pavement section.

C. Removals

1. Removals shall follow Section 1050 of the Specifications. The use of heavy duty pavement breakers is not allowed. For removal of concrete pavement, the Permittee shall “double saw” the pavement at the removal lines to eliminate the risk of spalling the pavement that is to remain. The Permittee shall repair all spalled concrete by removing and replacing the entire spalled panel to the next joint at his sole expense.
2. All excavated material piled adjacent to the trench or in any street must not endanger those working in the trench, pedestrians or users of the streets, and minimize inconvenience to those using the streets and adjoining property. The City Engineer may require the Permittee to remove the excavation material from the worksite. Permittee must secure the necessary permission and make all necessary arrangements (permits, plans, etc.) for all required storage and disposal sites.
3. As the excavation work progresses, all streets shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris resulting from such work.

D. Excavation

1. The Permittee shall verify that field conditions match the records provided during project planning. Any deviations from the approved plan must be approved by the City Engineer.
2. If the existing conditions do not match the approved site plan, the Engineer that designed the project must be contacted to redesign the work in the Right of Way. This revised plan must be resubmitted to the City Engineer for approval prior to work continuing.
3. Unstable pavement shall be removed over cave-outs and over-breaks and the restoration shall be treated as part of the main excavation.
4. Pavement edges shall be free of spalls and a full depth saw cut to leave a vertical face. Concrete pavement shall be removed a minimum of 1’ from the edge of trench and shall follow existing joints. Asphalt pavement removals shall be normal or perpendicular to the roadway.
5. All damage to the existing surfaces must be repaired by the Permittee. Damage repair must be approved and accepted by the City Engineer.
6. Protection and Relocation of Utilities – Interference with existing facilities is prohibited without the written consent of the City Engineer and the facility owner.
 - a) City facilities may not be moved without prior written authorization from the City Engineer. When authorization is given, the Permittee shall be solely responsible for the cost of moving the City facilities.
 - b) Permittee shall support and protect all pipes, conduits, poles, wires, or other apparatus impacted by the excavation work at the direction of the facility owner.
 - c) Permittee may not move private facilities without the express written consent and the direction of the facility owner. The City is not responsible for any costs associated with the relocation or restoration.
 - d) Permittee must comply with North Dakota One Call requirements and locate and expose all vertical and horizontal underground facilities before starting excavation.
7. Damage to City facilities – Permittee is responsible for repair and replacement of any damaged City facilities. Any Permittee repairing or replacing damaged City facilities

must be approved by the City Engineer prior to starting repair or replacement. City shall inspect the repair to ensure it adheres to the latest Plumbing or applicable Code, and City Specifications. Failure to repair the damage within 48 hours will result in City undertaking and completing the work, at Permittee's sole expense.

8. Connection to City Utilities – All connections to City Sewer Mains must be made at the existing location unless an alternate location is approved by the City. If an existing location is abandoned, the permittee shall remove the existing wye until it is flush with the sewer main. The permittee shall install no hub bands or wrap the sewer main with manhole wrap along with tin wrap secured with adjustable bands.

7.9. Damage to City Electrical Conductors – Underground splices of City Electrical Conductors is not allowed. The Permittee shall be responsible for replacing the entire conductor between existing splice points. For example, light pole to light pole or existing pull box to traffic light, etc.

8.10. Whenever a substructure is abandoned, except the abandonment of service lines three inches or less in diameter designed to serve single properties, the entity owning, using, controlling or having an interest therein shall, within 30 days after such abandonment, file with the City Engineer a statement in writing giving, in detail, the location of the substructure so abandoned. If such abandoned substructure is in the way or subsequently becomes in the way of an installation by the City or any other public body, which installation is pursuant to a governmental function, the owner shall remove such abandoned substructure or interfering portions thereof, or pay the cost of its removal during the course of excavation for construction of the facility by the City or the public body.

E. Backfilling

All backfilling must be completed within 48 hours of the commencement of the excavation unless prior authorization has been granted by the City Engineer for a longer duration. Backfilling of the excavation shall meet the requirements as detailed in the Specifications.

1. Compaction testing will be performed by the City Engineer except for protected streets defined in Section II.G. The City Engineer reserves the right to waive compaction testing. If the area is paved prior to compaction tests being performed, the Permittee shall remove the patch material at its sole expense for testing purposes.
2. Backfill material shall meet Specifications for the area that is backfilled. If aggregate material is contaminated during removal, new material meeting Specifications shall be used by the Permittee.
3. Under all pavement conditions, the aggregate base depth shall match the surrounding aggregate base and the base material must meet Specifications.

F. Restoration

1. Concrete, dowel requirements, and curb and gutter shall meet Section 2100 of the Specifications.
2. Asphalt shall meet Section 2400 of the Specifications. Corrective measures for any items not meeting Specifications will be at the discretion of the City Engineer up to and including removal and replacement.

3. All patches must be inspected after they are prepared and prior to placing any final road surfacing material.
4. All site restoration, including pavement replacement, sidewalk, curb and gutter, ADA ramp replacement, top soil depth requirements, fine grading, seeding, and mulching shall meet Specifications. Any surface disturbed by excavation shall be restored to as good a condition as it was prior to excavation. Restoration shall be made within 72 hours of the completion of backfilling unless a written time extension is granted by the City Engineer.
5. All cleanup operations at the location of such excavation shall be accomplished at the expense of the Permittee.
6. Immediately after completion of said work the Permittee shall clean up and remove all refuse and unused materials of any kind resulting from said work. Upon failure to do so, within 24 hours after having been notified, said work may be done by the City and the cost charged to the Permittee.
7. Whenever it may be necessary for the Permittee to excavate through any landscaped area the area shall be re-established in a manner that is as good as or better than before the work started.
8. All construction and maintenance work shall be done in a manner designed to leave the area clean of earth and debris and in a condition as nearly as possible to that which existed before such work began.
9. Permittee is responsible for all restoration.
10. Striping – Restoration of epoxy striping and plastic markings will be completed by the City Engineer. The Permittee will be responsible for payment of these items based on the prices in Appendix D.

G. Protected Streets

Protected Streets fall into two categories. The first is arterials or collectors that carry larger volumes of traffic and impact more users. The second category is streets that have a structural pavement surface that is 10 years old or less. Both categories have additional requirements that are listed in this section including traffic impact fees and possible re-inspection fees as shown in Appendix A.

1. The City Engineer will provide a map with a list of Protected Streets.
2. Fees for Protected Streets can be found in Appendix A. Fees for Protected Streets do not apply to private service connections on owner occupied single family residences.
3. An Inspection Checklist can be found in Appendix B that must be followed for work performed on all Protected Streets. The Permittee shall contact the City Engineer after each item is complete for inspection. If any of the checklist items are covered prior to inspection, the Permittee will be required to uncover so it can be inspected by and at the Permittee's expense. Inspection fees for inspection of covered work will be the responsibility of the Permittee.
4. Compaction tests must be performed on Protected Streets. The Permittee shall hire a testing firm approved by the City to perform all backfill test requirements. Backfill shall be placed in 12" lifts with a compaction test every 2' or as directed by the City

Engineer. All costs associated with the required testing and any additional work needed to meet backfilling requirements to meet Specifications shall be the sole responsibility of the Permittee. The Permittee must provide proof the backfilling meets or exceeds compaction requirements prior to paving the excavated area. If the area is paved prior to compaction tests being performed, the Permittee shall remove the patch material by and at their expense for testing purposes.

5. If work is suspended for more than 48 hours, the Permittee shall remove lane closures and reopen any portion of the roadway that can be safely reopened.
6. Roadway Surface
 - a) Concrete placed shall meet Specifications and a mix design shall be submitted one week before placement for approval by the City Engineer. Curing compound shall be on site prior to concrete placement. Joints shall be sawed and sealed prior to roadway opening.
 - b) Asphalt placed shall meet Specifications and a mix design shall be submitted one week prior to placement for approval by the City Engineer. Asphalt shall be Class 43 and asphalt oil shall meet PG58H-34 at a minimum.
 - c) Roadway smoothness of all patches shall meet Specifications and any corrective measures needed to meet the specifications shall be arranged by the Permittee. All costs for corrective measures shall be the responsibility of the Permittee.

IV. Permit to Excavate

- A. An application for a permit allowing excavation or obstruction of the right-of-way shall be made to the City Engineer. Incomplete applications will not be considered and will be returned to the Permittee. An application is complete only upon compliance with the requirements of the following provisions:
 1. The applicant is a current "Licensed Excavator" with the City of Fargo unless exempted by Article 18-0904(A).
 2. Applicant has reviewed and agrees to meet all General Permit Conditions.
 3. Submission of details that include the proposed work, traffic control, and other information needed to complete the work.
 4. A drawing or detailed explanation of the proposed work and the distance between the proposed installation and City utilities. Any proposed work over one (1) block long must have a drawing to scale showing the proposed installation and the distance from City utilities. A block is defined as 350'.
 5. A traffic control plan if the work requires a sidewalk, parking lane, traffic lane, or road closure.
 6. A schedule of major activities in the right of way including durations.
 7. List of subcontractors working in the right of way.
 8. List of other agencies permitting the proposed project and the status of those permit applications.

9. Any impacts to boulevard trees must be noted in the application. Tree impacts include impacts to the Critical Root Zone (CRZ) and compliance with City Ordinance. The CRZ is an area defined by the diameter of the tree as measured at a point 4.5 feet above the ground line. For every 1 inch of tree diameter, a 1 foot clear zone must be established to protect the CRZ. For a 24 inch diameter tree, the CRZ would be a 24 foot radius from the base of the tree.
- B. Issuance of Permit – The City Engineer may impose reasonable conditions upon the issuance of the permit to protect the structural integrity of the right-of-way and to protect safe passage of the public through the permitted area. The City Engineer may require a design locate and an onsite meeting with representatives of the Permittee, Contractor, Crew Chief, Utility Engineer, and Utility Inspector prior to issuing a permit. A 4 hour notice must be provided prior to scheduling an onsite meeting.
- C. Fees – The City will bill the Permittee and the Permittee shall make payment within 30 days or interest will accrue in accordance with City policy until paid in full. The City may require permit fees be paid prior to the issuance of the permit.
1. Administrative Fees – Administrative fees include permit fees and fees associated with failing to comply with these Guidelines, such as working without a permit and working without a license. Administrative fees are listed in Appendix A.
 2. Public Impact Fees – Public Impact Fees are fees based on impacts to the public during work when sidewalks, roadways, or parking is restricted or limited. Public Impact fees are listed in Appendix A.
 3. Inspection Fees – Inspection fees apply to any rework caused by installation of items without previous items getting inspected and approved by the City Engineer. Inspection fees are listed in Appendix A.

V. Final Acceptance

For sanitary sewer service connections completed prior to November 1, the City will video the sewer main by March 1 of the following year. Any defects detected on the video must be repaired by the Permittee no later than June 1.

After restoration is completed, Permittee shall contact the City Engineer for Final acceptance. City will inspect the work and notify the contractor of any defects. If defects are discovered, the City will notify the Permittee and the Permittee will have 30 calendar days to complete repairs. If repairs are not complete within 30 calendar days, no further permits will be issued to the Permittee and the City Engineer will make arrangements for repair. All costs incurred to complete repairs will be billed to the Permittee. Permits will not be issued until full payment is received by the City Engineer. All permits are considered open until a written Final Acceptance is issued by the City Engineer.

Permittee shall guarantee all work for 2 years from the date of Final Acceptance on all work completed. Permittee will continue to be responsible for any damage incurred that is not clearly visible at the time of final acceptance. Any damage discovered after Final Acceptance remains the responsibility of the Permittee. The Permittee will make the necessary arrangements to repair this damage within 30 calendar days of notification.

VI. Winter construction

Winter construction shall generally be from December 1 to May 1, but may be modified by the City Engineer based on current and forecasted weather conditions. The City Engineer will notify active excavators of the winter construction dates a minimum of 2 weeks prior to the start of winter construction. Non-emergency excavations will not be allowed during winter construction dates. Exceptions to the winter construction may be granted at the discretion of the City Engineer.

Emergency excavations during the winter shutdown will require all trenches under the traveled way be backfilled with gravel that is not frozen and tamped in six inch lifts or layers to at least one foot back of curb line. The upper 1.0 feet of the trench shall be composed of concrete slurry to be kept at grade at all times during winter construction dates and then restored to permanent resurfacing within 30 days of winter construction date removal in the spring. The permit will remain open and the Permittee is responsible for all maintenance of the patched area until permanent restoration of the pavement and sidewalk is completed and accepted.

VII. Violations

Failure to follow applicable Local Ordinances, State or Federal Laws, or Standards published by the City of Fargo will result in verbal or written notices and/or additional fees. Penalties may include fees, cancellation of permit, and/or revocation of their Fargo Excavator License. Details are located in Appendix C.

Appendix A

Administrative Fees

Permit Fee	\$100
Excavating without a permit	\$500
Street Excavation	\$50
Sidewalk Excavation	\$50
Boulevard Excavation	\$50
Inspection Fees	\$20/day for any rework required due to covering work that has not been inspected.

Public Impact Fees – Applicable to each route impacted during excavation

Private Service repairs for owner occupied single family residence

Sidewalk Closure	\$100/week after 2 weeks until completion
Lane	\$100/week after 2 weeks until completion An additional week will be allowed for a concrete street

Public Impact Fees – Not applicable to owner occupied residence private service work

Sidewalk Closure	\$100/week
Parking Spot Closure	\$100/week less than 5 spots
Parking Spot Closure	\$250/week 5 or more spots

Protected Streets

Arterial Streets

Lane Closure	\$300/week
Full Closure	\$500/week

Collector Streets

Lane Closure	\$150/week
Full Closure	\$300/week

Residential Streets

Lane Closure	\$100/week
Parking Lane Closure	\$40/day

All other Streets

Lane Closure	\$100/week
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Appendix B – Inspection Checklist

1. Traffic control – The applicant is responsible for providing a traffic control plan that meets MUTCD and Specifications. The traffic control plan must be approved by the City prior to work starting. Traffic control installation must be approved prior to the applicant starting the removal process.
2. Removal Limits – Prior to starting work a meeting shall be held with the City Engineer to determine removal limits and traffic control requirements.
3. Removal Items – Special attention shall be given to colored concrete, brick, ADA ramps, structural soil, reinforcing fabric, sidewalk, and roadway surface.
4. Backfilling of the excavation shall be in 12” lifts with compaction tests performed by an approved testing firm after completing 2 12” lifts. All coordination and costs will be the responsibility of the Permittee.
5. Reinforcing Fabric – When reinforcing fabric exists, the removal limits shall be extended to allow for a 12” overlap of the reinforcing fabric during backfilling operations.
6. Base material – Refer to Section 2070 of the Specifications for requirements. The City must inspect the base prior to completion of the restoration. If the restored area is paved prior to City inspection, the Permittee shall remove any material requested by the City to verify material depth by and at the Permittee’s expense unless the Permittee provides proof of depth and compaction results to the City.
7. Asphalt Patch – Refer to Section 2400 of the Specifications. Asphalt patch material must be FA 43 with PG 58H-34 oil. The applicant shall submit a mix design prior to starting the excavation. All mix designs must be approved by the City before asphalt can be placed in the patch area. Placement of the asphalt material must meet the latest version of the Specifications.
8. P.C. Concrete w/Asphalt Overlay - Asphalt shall be trimmed with asphalt spade or concrete saw. P.C. concrete shall be placed to a depth matching the surrounding concrete thickness and shall be reinforced in accordance with the Specifications. After a curing time, as approved by the City Engineer, the patch shall be painted with asphaltic cement and filled with compacted hot mix asphalt in accordance with Section 2400 of the Specification.
9. P.C. Concrete – Refer to Section 2100 of the Specifications. Dowel bars and reinforcing shall meet the same section of the Specifications. All concrete material properties must be tested by an approved testing firm during placement of the concrete. All coordination and costs will be the responsibility of the Permittee.
10. Graveled Surfaces – Refer to Section 2800 of the Specifications. Gravel surfaces shall be bladed, shaped and resurfaced with a minimum of six inches of gravel.
11. ADA Ramps and Sidewalks – Refer to Section of 2300 of the Specifications. Partial removals of ADA ramps are not permitted. Complete replacement of the ADA ramp or sidewalk ramp shall be replaced to conform to the latest edition of the Specifications. If the existing sidewalk isn’t ramped, it shall be replaced with an ADA ramp only if the curb is also removed. Additional sidewalk details can be found at <https://fargond.gov/city-government/departments/engineering/engineering-services/right-of-way-management/excavation-guidelines-policies>

12. Curb & Gutter – Refer to Section 2100 of the Specifications.
13. Colored concrete – Every effort must be made to match the existing color of the concrete in place on the roadway.
14. Bricks – Care must be taken by the applicant to salvage all bricks in the removal area. Any damaged bricks must be replaced by the applicant. Every effort must be made to match the existing color of the brick in place on the roadway.
15. Berms are to be restored as nearly as possible to their original condition. Seeding and fine grading shall conform to Section 3100 of the Specifications.

Appendix C Violation Schedule

Failure to use approved traffic control	\$500/day
Failure to maintain traffic control	\$100/day
Failure to follow approved plan	\$250
Failure to give notice to residents and/or Engineering	\$100

All violations can also include permit revocation and/or license revocation

Appendix D – Striping Fees

4" Epoxy \$103.00/LF
 4" Plastic \$16.50~~8.00~~/LF includes 4" contrast marking tape
 Wider tape is prorated by width. Example: 24" is 6x the 4" price

Epoxy Message \$25~~43~~/SF
 Thermoplastic \$75~~50~~/SF
 Plastic Message \$50~~25~~/SF

(11)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer Agreement

Location: Crossroads Corporate Center Second Addition

Date of Hearing: 4/8/2024

Routing

City Commission

Date4/15/2024

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding a Developer Agreement for Crossroads Corporate Center Second Addition.

Staff have been coordinating with the Developer of Crossroads Corporate Center Second Addition to facilitate the removal of a negative access easement segment adjacent to 23rd Avenue South. By creating a break in the negative access easement, the Developer will be able to have one connection to 23rd Avenue South between 41st Street and 42nd Street. This connection will be restricted to a right turn into and out of the property.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of the Developer Agreements for Crossroads Corporate Center Second Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreements for Crossroads Corporate Center Second Addition.

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
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

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

ATTEST:

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

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: April 4, 2024
Re: Developer Agreement for Crossroads Corporate Center Second Addition

Background:

Staff has been coordinating with the Developer of Crossroads Corporate Center Second Addition to facilitate the removal of a negative access easement segment adjacent to 23rd Avenue South. By creating a break in the negative access easement, the Developer will be able to have one connection to 23rd Avenue South between 41st Street North and 42nd Street North.

The attached Developer Agreement specifies that only one connection to 23rd Avenue South will be permitted and that this connection will be restricted to a right turn into and out of the property.

Included with this memorandum is the complete version of the Developer Agreement, which provides the terms agreed upon by the City and the Developer for Crossroads Corporate Center Second Addition.

Recommended Motion:

Approve the Developer Agreement for the Crossroads Corporate Center Second Addition.

NAB/klb
Attachment

Developer Agreement

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


1. Developer holds all right, title and interest in the Development Property, known as Lots One, Two, Three, and Four in Block One of the Crossroads Corporate Center Second Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer will fund construction, maintenance, and rehabilitation of a private road and utilities to service the Development Property. The private road will be permitted one connection to Crossroads Drive South and one connection to 23rd Avenue South, which shall be located within the 40-foot access and utility easement as depicted on the Crossroad Corporate Center Second Addition plat. Additional private driveway connections to Crossroads Drive South may be permitted per the City’s Land Development Code. No additional driveway connections to 23rd Avenue South will be allowed.
3. Developer agrees the private road connection to 23rd Avenue South will be limited to right turn into the Development Property and right turn out of the Development Property.
4. This Agreement shall run with the Development Property and shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement.

5. The parties hereby agree that this Agreement will be recorded against the Development Property.
6. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
7. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
8. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
9. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
10. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer


Scheels All Sports, Inc

Dated: 4/3/24

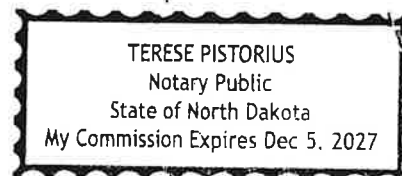

By: Matt Hanson
Its: CEO

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 3 day of April, 2024, before me, a notary public in and for said county and state, personally appeared Matt Hanson, an authorized signatory of Scheels All Sports, Inc., the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.


Notary Public
Cass County, ND
My Commission expires:

(SEAL)



City of Fargo, a municipal corporation

Dated: _____

Timothy J. Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lots One, Two, Three, and Four in Block One of the Crossroads Corporate Center Second Addition
in the City of Fargo, Cass County, North Dakota

(12)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. ER-23-A1

Type: Change Order #1

Location: Mills Ave N, 4th St – 5th St

Date of Hearing: 4/8/2024

Routing

City Commission

Date

4/15/2024

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Division Engineer, Jason Leonard, related to Change Order #1 in the amount of \$38,420.00 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$38,420.00, which brings the total contract amount to \$127,860.50.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$38,420.00, bringing the total contract amount to \$127,860.50 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Funds

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Division Engineer
Date: April 4, 2024
Re: Project No. ER-23-A1 – Change Order #1
Mills Avenue North

Background:

The current situation entails an 8" Cured-In-Place (CIP) water main located on Mills Avenue North, adjacent to the Sanford Medical Center. This water main has undergone seven repair sleeves installations and is now in dire need of replacement. Collaborative efforts have been underway between staff and Sanford to address this issue promptly. Sanford has raised concerns regarding potential disruptions to their operations in the event of a water main break during the winter season.

The initial project plan involved bursting the existing 8" Cured-In-Place Pipe (CIP). However, during the pipe bursting process, the Contractor encountered ductile iron pipe (DIP), which cannot be burst. Consequently, it was necessary to abandon the original plan, and a decision was made to leave the existing pipe in place. Following discussions between COF Staff and the Contractor, it was mutually agreed that a new line would be bored alongside the existing main.

Due to this alteration, the existing sidewalk situated in the middle of the bore needed to be removed to facilitate the location and connection of an existing sanitary sewer service into the parking ramp area. The additional costs incurred to complete this supplementary work beyond the scope of the original work amounted to \$38,420. Funding for this project is derived from Water Utility Funds.

Recommended Motion:

Approve Change Order #1 in the amount of \$38,420 to Master Construction.

JTL/klb
Attachments



CHANGE ORDER REPORT
UTILITY REHAB/RECONSTRUCTION
PROJECT NO. ER-23-A1

MILLS AVENUE NORTH BETWEEN 4TH STREET N AND 5TH STREET N

Change Order No	1	Change Order Date	4/4/2024
Contractor	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 Change Order # 1

The initial project plan involved bursting the existing 8 Cured-In-Place Pipe (CIP). However, during the pipe bursting process, the contractor encountered ductile iron pipe (DIP), which cannot be burst. Consequently, it was necessary to abandon the original plan, and a decision was made to leave the existing pipe in place. Following discussions between COF Staff and the Contractor, it was mutually agreed that a new line would be bored alongside the existing main.

Due to this alteration, the existing sidewalk situated in the middle of the bore needed to be removed to facilitate the location and connection of an existing sanitary sewer service into the parking ramp area. The additional costs incurred to complete this supplementary work beyond the scope of the original work amounted to \$38,420. Funding for this project is derived from Water Utility Funds.

Section	Line No	Item Description	Unit	Orig Cont		Prev C/O		Prev Cont		Curr C/O		Tot Cont		Unit Price		C/O Ext Price	
				Qty		Qty		Qty		Qty		Qty		(\$)		(\$)	
Change Order 1	20	Special Bid Item A	LS	0		0		0		1		1		\$38,420.00		\$38,420.00	
	Change Order 1 Sub Total												\$38,420.00				

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Water Utility Fund

\$38,420.00

\$0.00

\$89,440.50

\$127,860.50

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

APPROVED	APPROVED DATE
For Contractor	Department Head
Title	Mayor
	Attest


Jake Anthony
Controller


T. K. Lee



MASTER CONSTRUCTION

BOX 788 • FARGO, ND 58107 • (701) 237-4950 • FAX (701) 237-5027

Proposal Submitted to: City of Fargo		Phone 701 730-6680	Date December 18, 2023
Street 225 4th St N		Job Name ER-23-A1	
City, State, and Zip Code Fargo, ND 58102		Job Location Mill Ave N Between 4th and 5th	
Contact Jason Leonard	Bid Letting Date:		Job Phone

We hereby submit quote for the following Scope of Work changes and revised quantities:

1) Directional Bore New 8" Waterline due to existing main non-burstable

Mobilization	1	LS	\$6,000.00	6,000.00
Crew Down Time	1	LS	\$2,900.00	2,900.00
Bore Pits 138 Backhoe	8	hrs	\$250.00	2,000.00
Truck	12	hrs	\$125.00	1,500.00
Labor	24	hrs	\$60.00	1,440.00
Gravel	1	LS	\$600.00	600.00
8" bored waterline	220	LF	\$44.00	9,680.00
				\$ 24,120.00

2) Adjust 4" Sidewalk quantities to 6" sidewalk per Sanford Request

6" sidewalk	130	SY	\$110.00	\$14,300.00
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We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars

\$ 38,420.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and beyond the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn if not accepted within:

10

Days.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payment will be made as outlined above.

Date of Acceptance:

Signature

Signature

(13)

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

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

Utility Rehab/Reconstruction

Project No. UR-24-G

Call For Bids	<u>April 15</u>	, <u>2024</u>
Advertise Dates	<u>April 24, May 1 & 8</u>	, <u>2024</u>
Bid Opening Date	<u>May 22</u>	, <u>2024</u>
Substantial Completion Date	<u>August 16</u>	, <u>2024</u>
Final Completion Date	<u>September 15</u>	, <u>2024</u>

<u>X</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)
<u>N/A</u>	Supplemental Funding Language Included
Project Engineer	<u>William Bayuk</u>
Phone No.	<u>(701) 241-1545</u>

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-24-G1

Type: 2024 CIP Revision

Location: Milwaukee Trail Tunnel (40th Ave S)

Date of Hearing: 4/8/2024

Routing

City Commission

Date4/15/2024

PWPEC File

X

Project File

Tom Knakmuhs

The Committee reviewed a communication from Civil Engineer, Will Bayuk, regarding the addition of Project No. UR-24-G1 to the 2024 CIP.

Engineering was contacted by the Mains & Hydrants Department regarding a water main break near the Milwaukee Trail Tunnel under 40th Avenue South. The water main break is currently isolated and contained without shutting water off to any residents. It is recommended that a project is created and bid rather than performing an emergency repair. The estimated cost for this project is \$59,000 and will be funded with Water Utility Funds.

Engineering is seeking the addition of UR-24-G1 to the 2024 CIP.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of adding Project No. UR-24-G1 to the 2024 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Project No. UR-24-G1 to the 2024 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Funds

Yes	No

N/A

N/A

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)

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

Present

Yes

No

Unanimous

☐☐☐☒☒☒☐

Mark Williams

☒☒☐☒☒☐☒☒☐☒☒☐☒☒☐☒☒☐

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer



ENGINEER'S REPORT
UTILITY REHAB/RECONSTRUCTION
PROJECT NO. UR-24-G
40TH AVENUE SOUTH AND MILWAUKEE TRAIL TUNNEL.

Nature & Scope

Water main reconstruction, concrete sidewalk replacement, grading, seeding, and mulching.

Purpose

Repair water main break.

Feasibility

The estimated cost of construction is \$45,899.70. The cost breakdown is as follows:

Utility Fund - Water			
Construction Cost			\$45,899.70
Fees			
Admin	4%		\$1,835.99
Contingency	5%		\$2,294.99
Engineering	10%		\$4,589.97
Interest	4%		\$1,835.99
Legal	3%		\$1,376.99
Total Estimated Cost			\$57,833.63
Funding			
Utility Funds - Water - 501	100.00%		\$57,833.63

Project Funding Summary			
Utility Funds - Water - 501	100.00%		\$57,833.63
Total Estimated Project Cost			\$57,833.63

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "TKL", written over a horizontal line.

Thomas Knakmuhs, PE
City Engineer



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

April 10, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SR-24-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 10, 2024, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-24-B1, located as follows: Various Areas City Wide

The bids were as follows:

Border States Paving Inc	\$638,811.80
Master Construction Co Inc	\$647,961.00
Roers Construction Company LLC	\$705,970.00
Kraemer Siteworks	\$794,158.00
Earthwork Services, Inc	\$953,320.00

Engineers Estimate	\$1,034,105.00
--------------------	----------------

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$638,811.80 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
City Engineer

**Engineer's Statement Of Cost****Project # SR-24-B1****Sidewalk & Shared Use Path Rehab/Reconstruction**

Various Areas City Wide

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-24-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Assessed					
1	F&I Sidewalk 4" Thick Reinf Conc	SY	5,191.00	72.50	376,347.50
2	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	95.00	3,800.00
3	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	76.00	100.00	7,600.00
4	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	40.00	115.00	4,600.00
5	Sodding	SY	20.00	47.50	950.00
6	Remove Tree	EA	16.00	790.00	12,640.00
7	Topsoil - Strip & Spread	CY	228.00	54.70	12,471.60
8	Topsoil - Import	CY	228.00	44.30	10,100.40
Assessed Total					428,509.50
City Paid					
9	Rem & Repl Curb & Gutter	LF	200.00	80.00	16,000.00
10	F&I Sidewalk 4" Thick Reinf Conc	SY	700.00	72.50	50,750.00
11	F&I Sidewalk 6" Thick Reinf Conc	SY	70.00	95.00	6,650.00
12	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	30.00	100.00	3,000.00
13	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	115.00	2,300.00
14	F&I Det Warn Panels Cast Iron	SF	144.00	65.20	9,388.80
15	Casting to Grade - w/Conc	EA	4.00	736.00	2,944.00
16	Casting to Grade - Blvd	EA	6.00	712.00	4,272.00
17	GV Box to Grade - w/Conc	EA	5.00	736.00	3,680.00
18	Curb Stop Box to Grade	EA	5.00	712.00	3,560.00
19	Remove Sidewalk All Thicknesses All Types	SY	25.00	31.90	797.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Remove Driveway All Thicknesses All Types	SY	25.00	33.20	830.00
21	Mulching Type 1 Hydro	SY	5,840.00	5.00	29,200.00
22	Seeding Type B	SY	5,840.00	5.00	29,200.00
23	Irrigation Repair	EA	10.00	788.00	7,880.00
24	Clear & Grub	LS	1.00	6,170.00	6,170.00
25	Rem & Repl Pavement 9" Thick Asph	SY	20.00	289.00	5,780.00
26	Topsoil - Import Special	CY	100.00	79.00	7,900.00
27	Traffic Control - Type 1	LS	1.00	20,000.00	20,000.00
City Paid Total					210,302.30
Total Construction in \$					638,811.80

Engineering	10.00%	63,881.18
Admin	4.00%	25,552.47
Legal	3.00%	19,164.36
Interest	4.00%	25,552.47
Contingency	5.00%	31,940.60
Total Estimated Costs		804,902.88
Sidewalk Assessments		539,921.98
Sales Tax Funds - Infrastructure - 420		264,980.90
Unfunded Costs		0.00

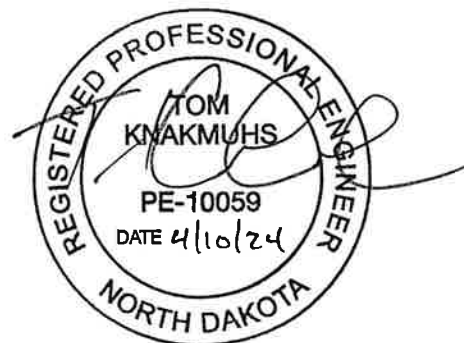
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/10/2024



Thomas Knakmuhs

City Engineer



(17)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-23-C1

Type: Final Balancing Change Order #2

Location: 3rd Ave S & 24th St South

Date of Hearing: 4/8/2024

Routing

City Commission

Date

4/15/2024

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Division Engineer, Jason Leonard, regarding Final Balancing Change Order #2 in the amount of \$0.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$0.00, bringing the total contract amount to \$357,689.80.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$0.00, bringing the total contract amount to \$357,689.80 to Key Contracting

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sewer Utility Funds

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

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Division Engineer
Date: April 2, 2024
Re: Improvement District No. UR-23-C1 – Final Balancing Change Order # 2

Background:

Improvement District No. UR-23-C1 is an emergency repair project to fix two recently discovered sanitary sewer issues at the intersection of 24th Street South and 3rd Avenue. Key Contracting is the Prime Contractor for this Emergency Sewer Repair Project.

Attached is a Final Balancing Change Order for Improvement District No. UR-23-C1 in the amount of \$0.00 bringing the total contract amount to \$357,689.80. This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Recommended Motion:

Approve Final Balancing Change Order # 2 in the amount of \$0.00 to Key Contracting.

JTL/klb
Attachment



CHANGE ORDER REPORT
SANITARY SEWER REPAIR
PROJECT NO. UR-23-C1
3RD AVE S & 24TH ST S

Final Balancing
Change Order

Change Order No 2 Change Order Date 2/13/2024
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2

Final Balancing Change Order

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

Summary.

Source Of Funding

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

Wastewater Utility Fund
\$0.00
\$83,176.80
\$274,513.00
\$357,689.80

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

APPROVED

For Contractor

Title

RJ TR
Key Contracting
Superintendent

APPROVED DATE

Department Head

Mayor

Attest

2-13-24
T-C

18

April 8, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #SR-24-B1**

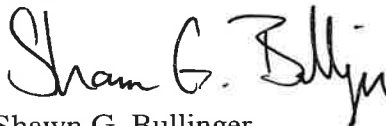
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #SR-24-B1. 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 permanent easement from **L S Development LLP** in association with Improvement District #SR-24-B1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Matt Jennings
Kasey McNary

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project SR-24-B1	County Cass	Parcel(s) 01-584001300-00
Landowner L S Development LLP		
Mailing Address 4502 15 Ave N Fargo, ND 58102		


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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 3,285.00 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	\$	<u> </u>
Easement and Access Control	\$	<u>3,285.00</u>
Improvements on Right of Way*	\$	<u> </u>
Damages to Remainder	\$	<u> </u>
Total Offer	\$	<u>3,285.00</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

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



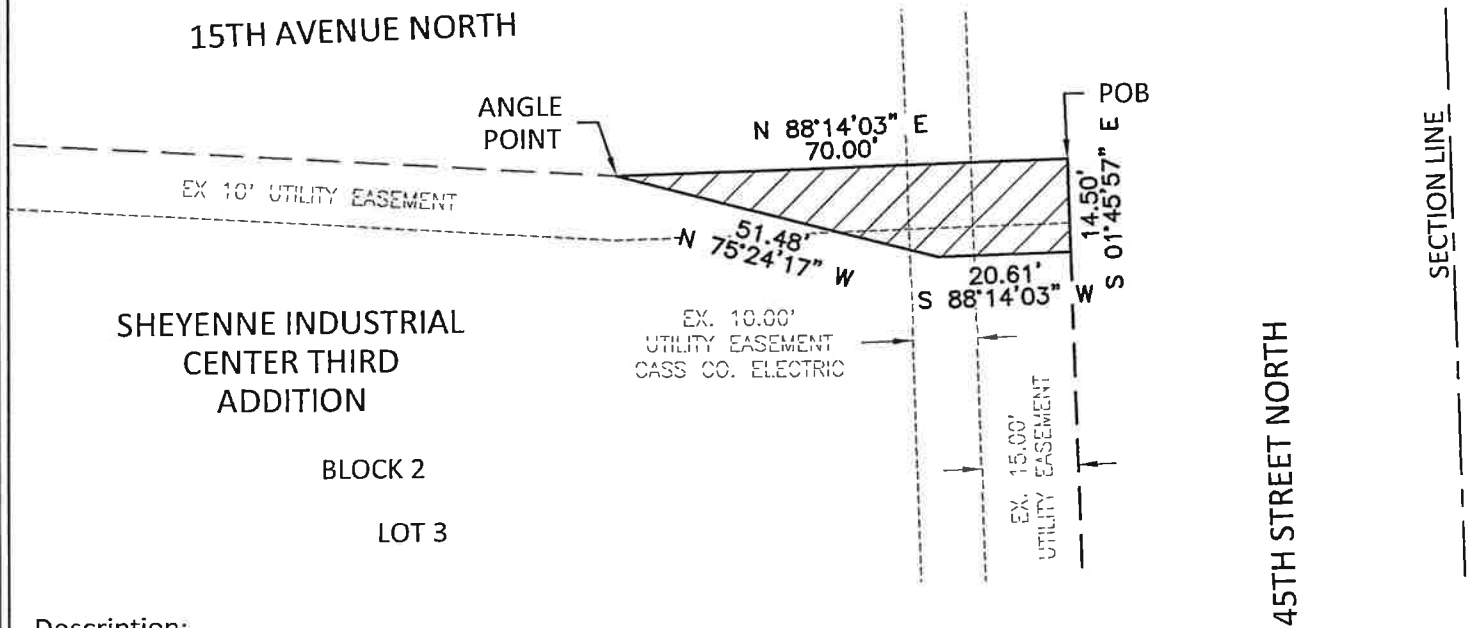
Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

EXHIBIT A

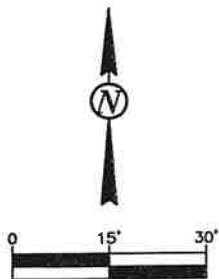


Description:

A tract of land in Lot 3, Block 2 of SHEYENNE INDUSTRIAL CENTER THIRD ADDITION on file as document 944053 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

Beginning at the northeast corner of said Lot 3; thence South 01°45'57" East, on the west right-of-way line of 45th Street North, a distance of 14.50 feet; thence South 88°14'03" West, parallel with the north line of said Lot 3, a distance of 20.61 feet; thence North 75°24'17" West, a distance of 51.48 feet, to an angle point on the north line of said Lot 3; thence North 88°14'03" East, on said north line of Lot 3, a distance of 70.00 feet to the point of beginning.

Said tract contains 657 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

LEGEND

- PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



PERMANENT EASEMENT

LOT 3, BLOCK 2, SHEYENNE INDUSTRIAL CENTER THIRD ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWV

DATE: MARCH 25, 2024

SHEET 1 OF 1

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **L S Development, L.L.P.**, a North Dakota limited liability partnership, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a sidewalk and associated improvements, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lot 3, Block 2 of SHEYENNE INDUSTRIAL CENTER THIRD ADDITION on file as document 944053 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

Beginning at the northeast corner of said Lot 3; thence South 01°45'57" East, on the west right-of-way line of 45th Street North, a distance of 14.50 feet; thence South 88°14'03" West, parallel with the north line of said Lot 3, a distance of 20.61 feet; thence North 75°24'17" West, a distance of 51.48 feet, to an angle point on the north line of said Lot 3; thence North 88°14'03" East, on said north line of Lot 3, a distance of 70.00 feet to the point of beginning.

Said tract contains 657 square feet, more or less.

Said easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant 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 tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

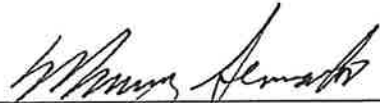
Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sidewalk and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said sidewalk, including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said sidewalk and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 3 day of APRIL, 2024.

GRANTOR:

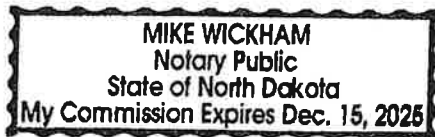
L S Development, L.L.P.

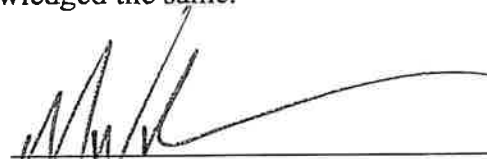

By: MURRAY SEMANKO
Its: MANAGING PARTNER

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 3rd day of April, 2024, before me, a notary public in and for said county and state, personally appeared Murray Semanko to me known to be the Managing Partner of **L S Development, L.L.P.**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)





Notary Public
My Commission Expires: 12/15/2025

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

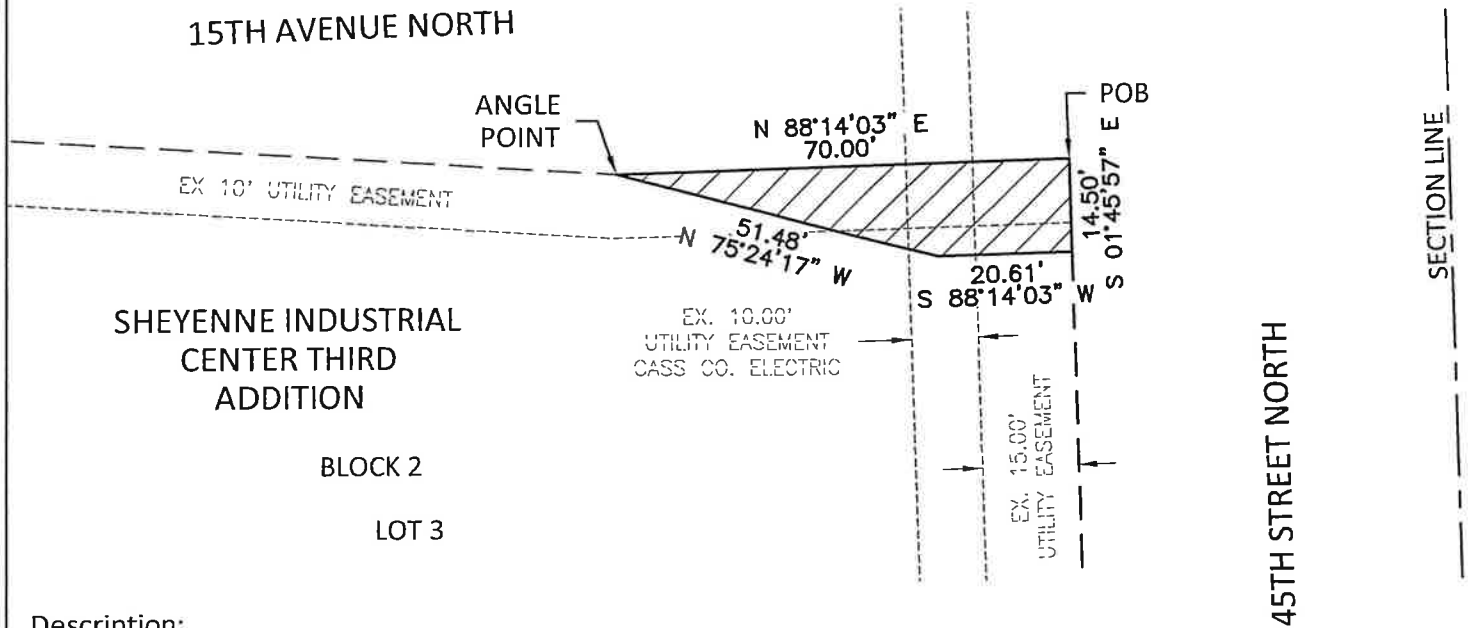
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

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

EXHIBIT A

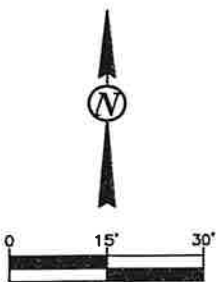


Description:

A tract of land in Lot 3, Block 2 of SHEYENNE INDUSTRIAL CENTER THIRD ADDITION on file as document 944053 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

Beginning at the northeast corner of said Lot 3; thence South 01°45'57" East, on the west right-of-way line of 45th Street North, a distance of 14.50 feet; thence South 88°14'03" West, parallel with the north line of said Lot 3, a distance of 20.61 feet; thence North 75°24'17" West, a distance of 51.48 feet, to an angle point on the north line of said Lot 3; thence North 88°14'03" East, on said north line of Lot 3, a distance of 70.00 feet to the point of beginning.

Said tract contains 657 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992

LEGEND

- PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



PERMANENT EASEMENT

LOT 3, BLOCK 2, SHEYENNE INDUSTRIAL CENTER THIRD ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BW/W

DATE: MARCH 25, 2024

SHEET 1 OF 1

99

April 2, 2024

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

Re: Temporary Construction Easement
Improvement District #BR-24-F1

Dear Commissioners:

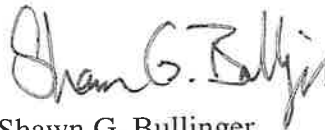
Accompanying for City Commission review and approval is a Temporary Construction Easement with **North Dakota State University Development Foundation** in association with Improvement District #BR-24-F1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement with **North Dakota State University Development Foundation**.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **North Dakota State University Development Foundation**, a North Dakota nonprofit corporation, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of construction and installation of street and utilities, together with the customary appurtenances, said tracts being described as follows:

A tract of land in an unplatted parcel described in Warranty Deed document 1004638 on file at the Cass County Recorder's Office in the Northwest Quarter of Section 7, Township 139 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

The northerly 6.00 feet of said unplatted parcel.

AND

The westerly 5.00 feet of the southerly 70.00 feet of said unplatted parcel.

Said tracts contain 1,551 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 parcels of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grants are made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for constructing and installing street and utilities 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 parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 30, 2024, or upon completion of the construction project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 2nd day of April, 2024.

GRANTOR:

North Dakota State University Development Foundation

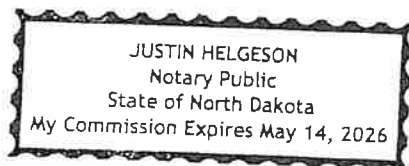

By: Joshua Andres

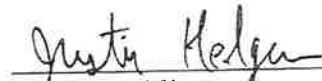
Its: Assistant VP of Finance / Controller

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 2nd day of April, 2024, before me, a notary public in and for said county and state, personally appeared Joshua Andres to me known to be the Controller of the **North Dakota State University Development Foundation**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)




Notary Public
My Commission Expires: 5.14.26

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

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

COVER SHEET
CITY OF FARGO PROJECTS

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:

(20)

Improvement
District No.

AN-24-A

Alley Paving

Call For Bids	<u>April 15</u>	,	<u>2024</u>
Advertise Dates	<u>April 24 & May 1</u>	,	<u>2024</u>
Bid Opening Date	<u>May 22</u>	,	<u>2024</u>
Substantial Completion Date	<u>September 27</u>	,	<u>2024</u>
Final Completion Date	<u>October 11</u>	,	<u>2024</u>

<u>N/A</u>	PWPEC Report (Part of 2024 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Dan Eberhardt)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Michael Monson

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-24-A
FROM 16TH STREET TO 18TH STREET SOUTH BETWEEN
4TH AVENUE & 5TH AVENUE SOUTH**

Nature & Scope

This project is for the installation of P.C. Concrete Paving and Storm Sewer in the alley from 16th Street to 18th Street South between 4th Avenue & 5th Avenue South in Case, Peake, Hall's Addition and Arneson's Addition.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$188,005.00. The cost breakdown is as follows:

Special Assessments

Construction Cost		\$188,005.00
Fees		

Admin	4%	\$7,520.20
Contingency	5%	\$9,400.25
Engineering	10%	\$18,800.50
Interest	4%	\$7,520.20
Legal	3%	\$5,640.15

Total Estimated Cost		\$236,886.30
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Funding

Special Assessments	100.00%	\$236,886.30
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Project Funding Summary

Special Assessments	100.00%	\$236,886.30
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Total Estimated Project Cost		\$236,886.30
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.




 Thomas Knakmuhs, PE
 City Engineer



**LOCATION AND COMPRISING
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-24-A
FROM 16TH STREET TO 18TH STREET SOUTH BETWEEN
4TH AVENUE & 5TH AVENUE SOUTH**

LOCATION:

From 4th Avenue to 5th Avenue South between 16th Street and 18th Street South.

COMPRISING:

Lots 1 through 18, Block 4.

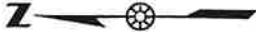
All in Case, Peake, & Hall Addition.

East 10 feet of Lot 5, and all of Lot 6, Block 10.

East 10 feet of Lot 8, and all of Lot 7, Block 10.

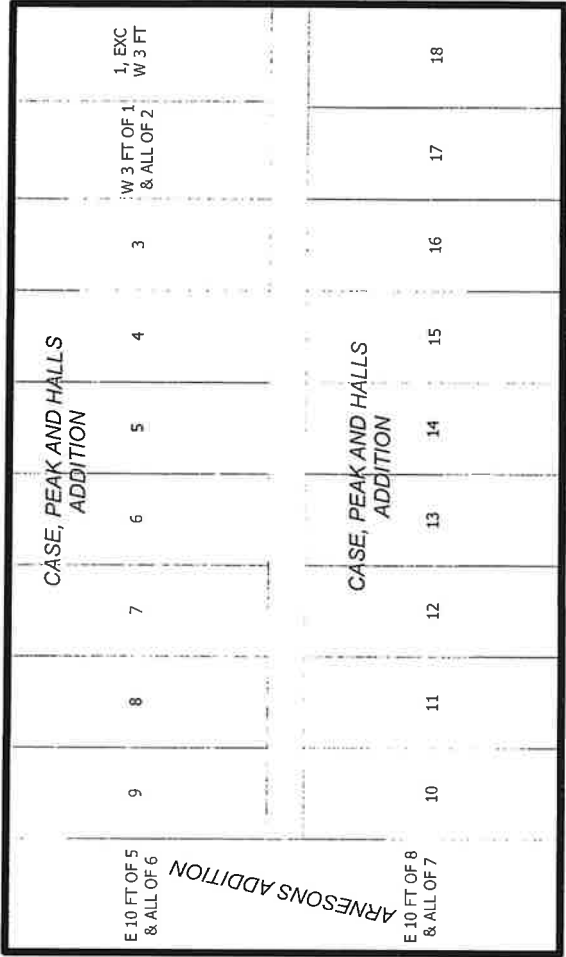
All in Arnesons Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



4 AVE S

16 ST S



5 AVE S

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ALLEY PAVING IMPROVEMENT

IMPROVEMENT DISTRICT NO. AN-24-A

18 ST S

(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:

Concrete Paving Rehab/Lane Widening

Improvement
District No.

PR-24-A

Call For Bids	<u>April 15</u>	<u>2024</u>
Advertise Dates	<u>April 24 & May 1</u>	<u>2024</u>
Bid Opening Date	<u>May 22</u>	<u>2024</u>
Substantial Completion Date	<u>August 15</u>	<u>2025</u>
Final Completion Date	<u>September 13</u>	<u>2025</u>

<u>N/A</u>	PWPEC Report (Part of 2024 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Dan Eberhardt)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

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

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



ENGINEER'S REPORT
CONCRETE PAVING REHAB/LANE WIDENING
IMPROVEMENT DISTRICT NO. PR-24-A
ON 45TH STREET SOUTH FROM I-94 TO 32ND AVENUE
SOUTH. ON 32ND AVENUE SOUTH FROM 42ND STREET
SOUTH TO 45TH STREET SOUTH.

Nature & Scope

This project is for completing concrete pavement repairs and incidentals on 45th Street South from I-94 to 32nd Avenue South and on 32nd Avenue South from 42nd Street South to 45th Street South. This project will also include lane widening and intersection improvements on 32nd Avenue from 42nd Street to 45th Street South.

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 arterial streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality. Sections of sidewalk along the arterial street system will also be updated to meet new standards for the Americans with Disabilities Act. In addition, the widening of 32nd Avenue from four to six through lanes will help alleviate traffic congestion, improve business access and reduce the potential for accidents.

The project will be funded by a combination of State Funds (Prairie Dog), Street Lighting Funds, and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$10,604,358.94. The cost breakdown is as follows:

Lane Widening - 32nd Ave S

Construction Cost		\$7,398,226.00
Fees		

Admin	4%	\$295,929.04
Contingency	5%	\$369,911.30
Engineering	10%	\$739,822.60
Interest	4%	\$295,929.04
Legal	3%	\$221,946.78

Total Estimated Cost		\$9,321,764.76
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Funding

Special Assessments	57.87%	\$5,394,463.25
State Funds - Other ND	42.13%	\$3,927,301.51

CPR - 45th Street S

Construction Cost		\$3,206,132.94
Fees		

Admin	4%	\$128,245.32
Contingency	5%	\$160,306.65
Engineering	10%	\$320,613.29
Interest	4%	\$128,245.32
Legal	3%	\$96,183.99

Total Estimated Cost		\$4,039,727.51
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Funding

Special Assessments	80.47%	\$3,250,721.91
State Funds - Other ND	10.42%	\$421,042.84
Utility Funds - Street Lights - 528	9.11%	\$367,962.76

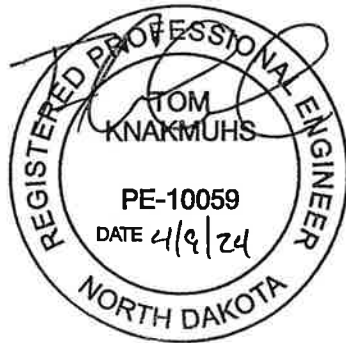
Project Funding Summary


Special Assessments	64.70%	\$8,645,185.16
State Funds - Other ND	32.54%	\$4,348,344.35
Utility Funds - Street Lights - 528	2.75%	\$367,962.76

Total Estimated Project Cost		\$13,361,492.27
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
City Engineer



**LOCATION AND COMPRISING
CONCRETE PAVING REHAB/LANE WIDENING
IMPROVEMENT DISTRICT NO. PR-24-A
ON 45TH STREET SOUTH FROM I-94 TO 32ND AVENUE
SOUTH. ON 32ND AVENUE SOUTH FROM 42ND STREET
SOUTH TO 45TH STREET SOUTH.**

LOCATION:

On 45th Street South from I-94 to 32nd Avenue South.

On 32nd Avenue South from 42nd Street South to 45th Street South.

COMPRISING:

Bound on the North by Interstate Highway 94.

Bound on the West by 51st Street and 45th Street South.

Bound on the South by 32nd Avenue and 36th Avenue South.

Bound on the East by Sienna Drive South.

Bound on the East Mid-block.

Lot 1, Block 1, Anderson Park Addition.

Lot 1, Block 1, Anderson Park 2nd Addition.

Bound on the East Mid-block.

Lot 3, Block 1, Autumn Fields 2nd Addition.

Bound on the East Mid-block.

Lot 5, Block 1, Asleson Commercial 2nd Addition.

Bound on the East Mid-block.

Lot 1, Block 1, Asleson Commercial 3rd Addition.

Bound on the East Mid-block.

Lot 3, Block 1, Replat of Bethany South 1st Addition.

Bound on the East Mid-block.

Lot 2, Block 1, Pointe West 1st Addition.

Bound on the East Mid-block.

Lot 12, Block 3, Pointe West 1st Addition.

Bound on the East Mid-block.

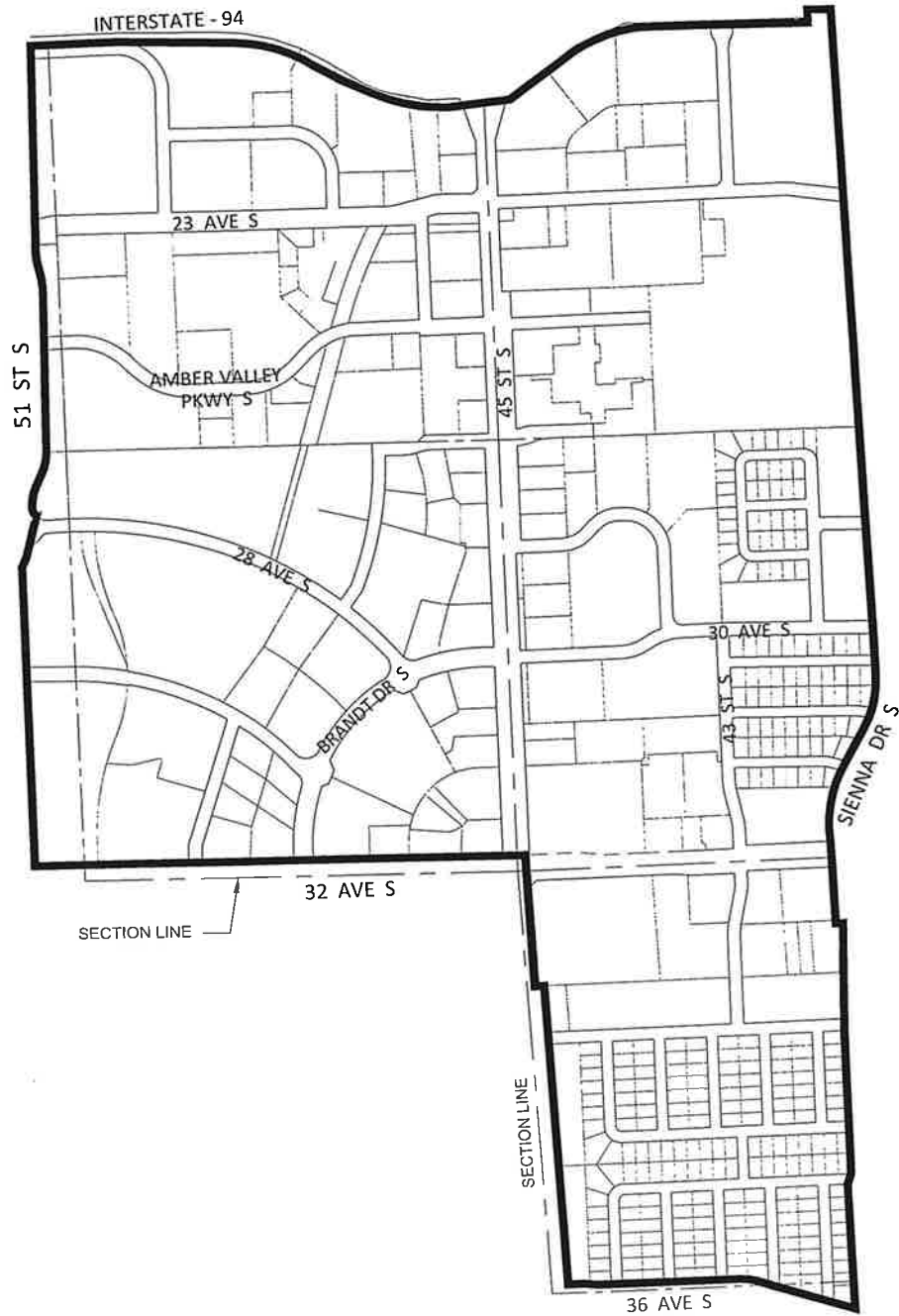
Lot 8 through 14, Block 4, Pointe West 1st Addition.

Bound on the East Mid-block.

Lot 22, Block 1, Pointe West 2nd Addition.

Bound on the East Mid-block.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

CONCRETE PAVING REHAB / LANE WIDENING

IMPROVEMENT DISTRICT NO. PR-24-A



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Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

April 10, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-24-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 10, 2024, for New Paving and Utility Construction, Improvement District No. BN-24-A1, located as follows: On Alexander Drive South between 38th Street South and 51st Avenue South.

The bids were as follows:

Master Construction Co Inc	\$1,253,194.00
Dirt Dynamics	\$1,260,459.05
Dakota Underground Co Inc	\$1,264,984.51
Northern Improvement Co	\$1,321,957.60
All Finish Concrete	\$1,468,008.00
J.R. Ferche Inc	\$1,672,931.00

Engineers Estimate	\$1,200,476.50
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Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Construction Co Inc. in the amount of \$1,253,194.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

City Engineer



Engineer's Statement Of Cost
Improvement District # BN-24-A1
New Paving And Utility Construction

On Alexander Drive South between 38th Street South and 51st Ave South.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-24-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	F&I Pipe SDR 26 - 6" Dia PVC	LF	135.00	65.00	8,775.00
2	F&I Manhole GB	EA	3.00	1,200.00	3,600.00
3	F&I Manhole 4' Dia Reinf Conc	EA	5.00	4,900.00	24,500.00
4	Connect Pipe to Exist Structure	EA	1.00	1,900.00	1,900.00
5	F&I Pipe SDR 35 - 12" Dia PVC	LF	588.00	70.00	41,160.00
6	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	292.00	85.00	24,820.00
7	F&I Pipe SDR 26 - 8" Dia PVC	LF	330.00	62.00	20,460.00
8	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	250.00	1.00	250.00
9	Modify Manhole	EA	1.00	2,000.00	2,000.00
10	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	28.00	76.00	2,128.00
11	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	85.00	64.00	5,440.00
Sanitary Sewer Total					135,033.00
Water Main					
12	F&I Fittings C153 Ductile Iron	LB	655.00	8.00	5,240.00
13	F&I Hydrant	EA	3.00	6,210.00	18,630.00
14	F&I Gate Valve 6" Dia	EA	4.00	2,150.00	8,600.00
15	F&I Gate Valve 8" Dia	EA	2.00	2,875.00	5,750.00
16	Bore Pipe C900 DR 18 - 8" Dia PVC	LF	60.00	75.00	4,500.00
17	F&I Tapping Sleeve & Valve 20"x8"	EA	1.00	7,100.00	7,100.00
18	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	37.00	65.00	2,405.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,024.00	54.00	55,296.00
20	F&I CS & Box 2" Dia	EA	1.00	970.00	970.00
21	F&I Pipe 2" Dia Water Service	LF	19.00	105.00	1,995.00
22	F&I Hydrant Ext. 6" High	EA	1.00	1,000.00	1,000.00
23	Connect Pipe to Exist Pipe	EA	1.00	940.00	940.00
24	F&I Hydrant Ext. 12" High	EA	1.00	1,200.00	1,200.00
25	Remove Pipe All Sizes All Types	LF	5.00	15.00	75.00
Water Main Total					113,701.00
Storm Sewer					
26	F&I Manhole GB	EA	5.00	1,000.00	5,000.00
27	F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,800.00	7,600.00
28	F&I Manhole 5' Dia Reinf Conc	EA	3.00	5,300.00	15,900.00
29	F&I Manhole 7' Dia Reinf Conc	EA	1.00	9,700.00	9,700.00
30	F&I Inlet - Double Box (DBI) Reinf Conc	EA	6.00	5,400.00	32,400.00
31	Remove Inlet	EA	2.00	500.00	1,000.00
32	Connect Pipe to Exist Structure	EA	2.00	910.00	1,820.00
33	Remove Pipe All Sizes All Types	LF	22.00	10.00	220.00
34	F&I Pipe 15" Dia	LF	36.00	71.00	2,556.00
35	F&I Pipe 18" Dia	LF	97.00	74.00	7,178.00
36	F&I Pipe 21" Dia	LF	219.00	81.00	17,739.00
37	F&I Pipe 27" Dia	LF	88.00	107.00	9,416.00
38	F&I Pipe 36" Dia	LF	424.00	147.00	62,328.00
39	F&I Pipe w/GB 15" Dia Reinf Conc	LF	22.00	81.00	1,782.00
40	Modify Manhole	EA	1.00	2,275.00	2,275.00
41	F&I Pipe w/GB 18" Dia	LF	117.00	90.00	10,530.00
42	F&I Pipe w/GB 36" Dia	LF	20.00	120.00	2,400.00
Storm Sewer Total					189,844.00
Paving					
43	Remove Pavement All Thicknesses All Types	SY	460.00	12.00	5,520.00
44	Topsoil - Strip	CY	3,370.00	3.00	10,110.00
45	Topsoil - Spread	CY	3,370.00	3.00	10,110.00
46	F&I Pavement 10" Thick Doweled Conc	SY	4,410.00	98.25	433,282.50
47	F&I Sidewalk 4" Thick Reinf Conc	SY	175.00	75.00	13,125.00
48	F&I Sidewalk 6" Thick Reinf Conc	SY	15.00	100.00	1,500.00
49	F&I Driveway 7" Thick Reinf Conc	SY	115.00	89.00	10,235.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	F&I Det Warn Panels Cast Iron	SF	24.00	65.00	1,560.00
51	F&I Casting - Inlet	EA	1.00	2,100.00	2,100.00
52	F&I Casting - Floating Manhole	EA	3.00	1,975.00	5,925.00
53	Casting to Grade - Blvd	EA	10.00	425.00	4,250.00
54	Casting to Grade - w/Conc	EA	11.00	550.00	6,050.00
55	GV Box to Grade - Blvd	EA	6.00	200.00	1,200.00
56	Curb Stop Box to Grade	EA	1.00	100.00	100.00
57	Seeding Type C	SY	7,400.00	0.50	3,700.00
58	Mulching Type 1 Hydro	SY	7,400.00	0.50	3,700.00
59	Subcut	CY	1,710.00	2.50	4,275.00
60	Subgrade Preparation	SY	5,130.00	2.50	12,825.00
61	F&I Woven Geotextile	SY	5,130.00	1.90	9,747.00
62	F&I Edge Drain 4" Dia PVC	LF	2,050.00	8.10	16,605.00
63	F&I Curb & Gutter Standard (Type II)	LF	2,070.00	33.00	68,310.00
64	Remove Curb & Gutter	LF	230.00	10.00	2,300.00
65	F&I Class 5 Agg - 10" Thick	SY	5,130.00	14.80	75,924.00
66	Excavation	CY	3,250.00	3.50	11,375.00
Paving Total					713,828.50
Miscellaneous					
67	Stormwater Management	LS	1.00	750.00	750.00
68	Temp Construction Entrance	EA	1.00	100.00	100.00
69	Inlet Protection - New Inlet	EA	6.00	275.00	1,650.00
70	Inlet Protection - Existing Inlet	EA	4.00	200.00	800.00
71	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	90.00	275.00	24,750.00
Miscellaneous Total					28,050.00
Pavement Marking					
72	F&I Grooved Plastic Film 4" Wide	LF	310.00	16.00	4,960.00
73	F&I Contrast Tape Messages	SF	37.00	108.00	3,996.00
Pavement Marking Total					8,956.00
Signing					
74	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
75	F&I Sign Assembly	EA	1.00	100.00	100.00
76	F&I Sign Assembly & Anchor	EA	4.00	150.00	600.00
77	F&I Diamond Grade Cubed	SF	30.90	35.00	1,081.50
78	F&I High Intensity Prismatic	SF	5.00	30.00	150.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Signing Total					6,931.50
Street Lights					
79	F&I Base 6' Deep Reinf Conc	EA	5.00	1,300.00	6,500.00
80	F&I Conductor #6 USE Cu	LF	2,775.00	3.00	8,325.00
81	F&I Innerduct 1.5" Dia	LF	925.00	15.00	13,875.00
82	F&I Luminaire Type A	EA	5.00	840.00	4,200.00
83	F&I Light Standard Type A	EA	5.00	4,790.00	23,950.00
Street Lights Total					56,850.00
Total Construction in \$					1,253,194.00

Engineering	10.00%	125,319.40
Admin	4.00%	50,127.76
Legal	3.00%	37,595.82
Interest	4.00%	50,127.76
Contingency	5.00%	62,659.70
Total Estimated Costs		1,579,024.44
Special Assessments		1,579,024.44
Unfunded Costs		0.00

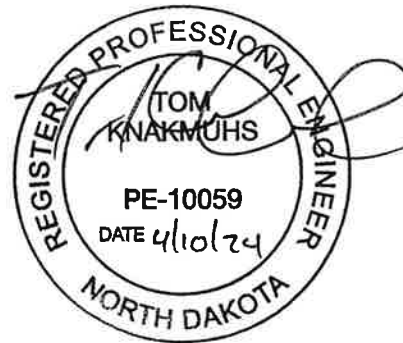
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/10/2024



Thomas Knakmuhs

City Engineer



(23)

April 11, 2024

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

Re: Access Easement (44th Street and Utilities) – Improvement District #BN-24-B1

Dear Commissioners:

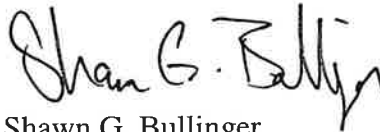
Accompanying for City Commission review and approval is an original access easement from **Southeast Cass Water Resource District** in association with Improvement District #BN-24-B1.

RECOMMENDED MOTION:

Approve access easement from **Southeast Cass Water Resource District**.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom

ACCESS EASEMENT
(44th Street and Utilities)

THIS EASEMENT is made this ____ day of _____, 2024, by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the “District”); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the “City”).

RECITALS

A. The District owns, operates, and maintains Cass County Drain No. 40 (“Drain 40”), a legal assessment drain; portions of Drain 40 are located within the City’s municipal boundaries.

B. The City is in the process of constructing portions of 44th Street North (the “City Street”) over and across portions of Drain 40 on property owned by the District.

C. In addition, the City is in the process of constructing and installing sanitary sewer lines, potable water supply lines, storm sewer infrastructure, and associated infrastructure (collectively, the “City Infrastructure”) upon, over, across, and through the City Street.

D. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the City Street and the City Infrastructure, 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:

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 40
44th Street and Utilities*

AGREEMENT

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

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

The property described above is, collectively, the “Easement Property.” The District does not warrant fee simple ownership of the Easement Property and only conveys those rights to the City permitted under North Dakota law that are consistent with the District’s rights in the Easement Property.

2. **Easement Rights.** The City’s rights under this Easement, and the rights of the City’s officers, agents, representatives, employees, and contractors, include access upon, over, in, under, across, and through the Easement Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the City Street and the City Infrastructure; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Street and the City Infrastructure, together with all necessary and reasonable rights of ingress and egress to and from the Easement Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Street and the City Infrastructure at the City’s sole cost. The City’s use of the Easement Property will not interfere with Drain 40. The City’s access rights regarding the City Street extend to the City’s invitees and licensees, including the public’s use of the City Street.

3. **Drainage Priority and Use.** The parties understand and agree that Drain 40 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District’s use of Drain 40, 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 the City Street and the City Infrastructure.

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 40
44th Street and Utilities*

4. **No Unreasonable Interference.** The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 40 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's use of or interest in the Easement Property. The District will use reasonable care to avoid any damages to the City Street and the City Infrastructure; however, the District will not be liable or responsible for any damages to the City Street or to the City Infrastructure resulting from any reasonable construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 40 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 40 requires any modifications to the City Street, the City Infrastructure, or both, the City will construct the modifications at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "Easement Property."

5. **Improvements and Repairs to the Easement Property.** Any improvements or repairs to the City Street, the City Infrastructure, or both are subject to the following:

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

b. The City will install, construct, inspect, maintain, reconstruct, alter, repair, replace, operate, improve, modify, and remove the City Street, the City Infrastructure, or both at the City's sole cost.

c. With the exception of emergency situations, the City will obtain the District's written consent prior to commencing any structural repairs, modifications, or improvements to the City Street, the City Infrastructure, or both on or adjacent to the Easement Property that require excavation; the District will not unreasonably withhold consent.

d. The City will design and construct any and all improvements and required maintenance on the City Street, the City Infrastructure, or both in a manner that ensures adequate drainage of the Easement Property, with a finished grade that drains the Easement Property, and that does not result in ponding in or on Drain 40.

e. With the exception of the City Street and the City Infrastructure, the City will not construct any improvements in, upon, under, over, 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

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 40
44th Street and Utilities*

allow construction or installation of, any other utility facilities, lines, structures, or associated appurtenances on, over, in, under, 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.

f. 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 City Street, the City Infrastructure, or both, or otherwise damaged as a result of any use, access, ingress, or egress granted under this Easement; the City will otherwise repair and return the Easement Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.

g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 40 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 the District may only terminate this Easement if necessary to protect the integrity of Drain 40; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 40; 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 any improvements from Drain 40, 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 City Street, the City Infrastructure, and associated appurtenances or of the Easement Property by the City or any of the City's officers, consultants, contractors, agents, representatives, employees, licensees, or invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the City Street and associated appurtenances or any of the Easement Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, licensees, or invitees, including the public; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, licensees, or invitees, including any failure to perform under this Easement.

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 40
44th Street and Utilities*

8. **Compliance with Laws.** The City, at the City's sole 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 City Street, the City Infrastructure, or both, or any of the other access, uses, access, ingress, or egress rights upon, over, or across any of the Easement Property under this Easement.

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, nor 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.

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 40
44th Street and Utilities*

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
City of Fargo
Easement - Drain 40
44th Street and Utilities***

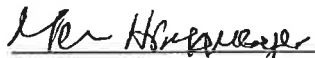
Page 7

SOUTHEAST CASS WATER
RESOURCE DISTRICT

By:


Keith Weston, Chairman

ATTEST:


Melissa Hinkemeyer
Secretary-Treasurer

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

On this 2 day of April, 2023, before me, a Notary Public in and for said County and State, personally appeared Keith Weston and Melissa Hinkemeyer, 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)



Jason Ness, LS-6884
Mead & Hunt
2505 University Drive North
Fargo, North Dakota 58102

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 40
44th Street and Utilities*

EXHIBIT A

Legal Description and Survey of the Easement Property

EXHIBIT

DESCRIPTION

A strip of land 80.00 feet wide in that part of the Northwest Quarter, and part of Lot 8, Block 1 of Interstate Business District Addition to the City of Fargo, All in Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, centerline being described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence North 02 degrees 34 minutes 44 seconds West, an assumed bearing on the west line of said Northwest Quarter, 1,119.83 feet to the point of beginning of said centerline; thence North 87 degrees 25 minutes 16 second East, 224.19 feet; thence 41.86 feet on the arc of a tangent curve to the right, having a radius of 200.00 feet, a central angle of 11 degrees 59 minutes 32 seconds, and a long chord which bears South 86 degrees 34 minutes 58 seconds East, 41.78 feet to the east line of said Lot 8 and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened, so as to begin on west line of said Northwest Quarter and to terminate on said east line of Lot 8.

Containing 21,285 square feet, more or less.

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 Professional Land Surveyor under the laws of the State of North Dakota.

JASON NESS, PLS

REG. NO. LS-6884 DATE: 4-9-24

State of North Dakota)
) SS
County of Cass)

On this 9th day of April in the year of 2024, before me personally appeared JASON NESS, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

[Signature]
Notary Public

JEFF HANNA
Notary Public
State of North Dakota
My Commission Expires June 30, 2026



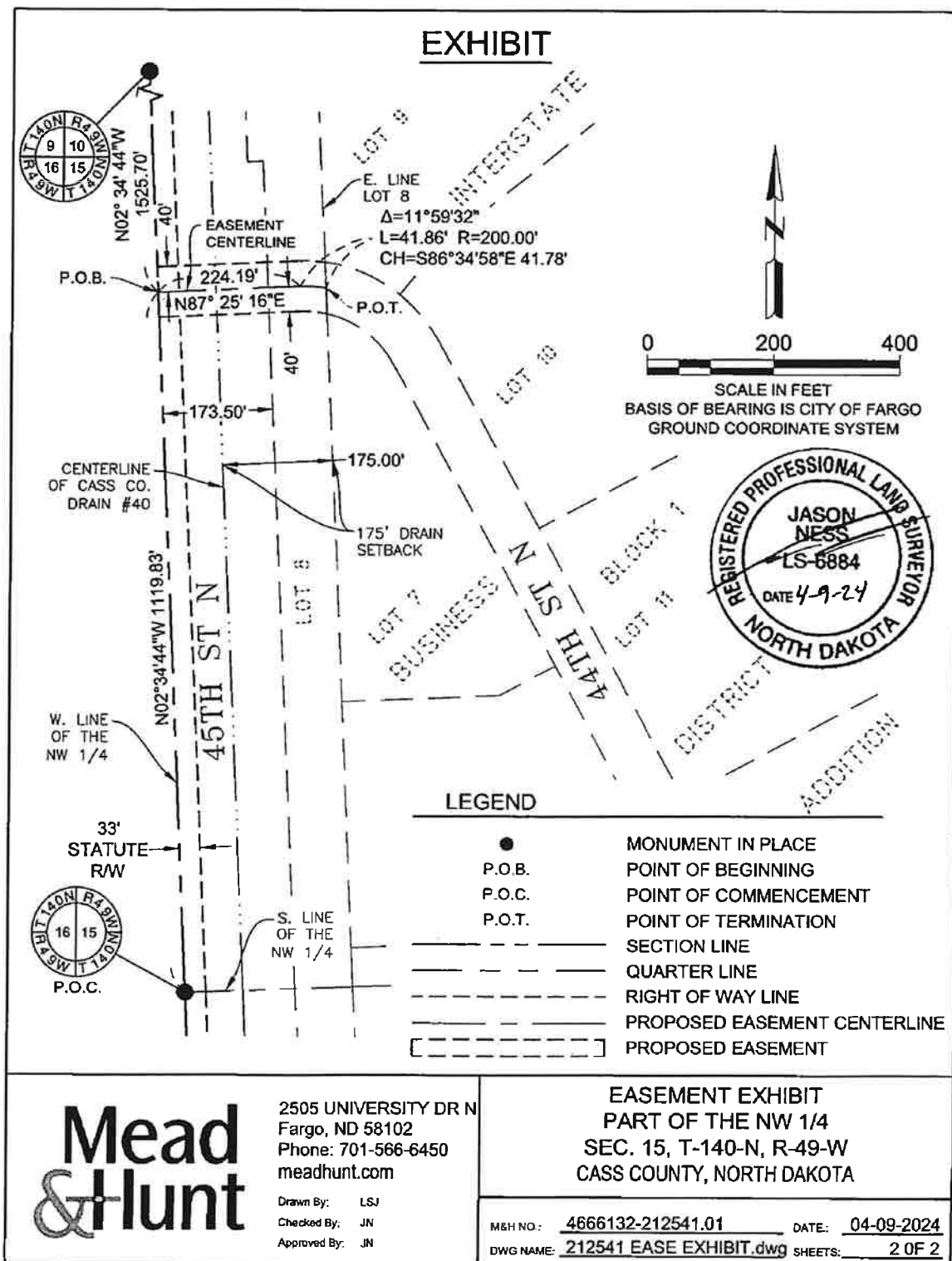
**Mead
& Hunt**

2505 UNIVERSITY DR N
Fargo, ND 58102
Phone: 701-566-6450
meadhunt.com

Drawn By: LSJ
Checked By: JN
Approved By: JN

**EASEMENT EXHIBIT
PART OF THE NW 1/4
SEC. 15, T-140-N, R-49-W
CASS COUNTY, NORTH DAKOTA**

M&H NO: 4666132-212541.01 DATE: 04-09-2024
DWG NAME: 212541 EASE EXHIBIT.dwg SHEETS: 1 OF 2





FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: April 12, 2024

Receive & File: Sales Tax Collections Summary (Accrual Basis as of January 2024)
Note: Sales tax is remitted to the City by the State Treasurer's Office two months in arrears of tax collection period. Going forward, Finance will report sales tax collections on an accrual basis, consistent with Finance Statement presentation.

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Budget Adjustments

Health – Neighborhood Response
Facilities – Parking Deck Repairs

Purchase Authorization Adjustment

Forestry – Increase bid award of September 2023

Other Financial Considerations

Solid Waste – Advance Order of 2025 Trucks
Admin - Prairie Public Lease Extension Request
Engineering – Sale of City-Owned Parcel

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

PB: SS/KAC (prior to 2022)

3/22/2024

Payment Date	month collected	Amount	County Collections	County Growth %	City Collections	City Growth %
		County Sales Tax	1,890,694.25	19.9%	City Sales Tax	23.9%
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	5,578,419.96 City 2024
		County Sales Tax			City Sales Tax	1,890,694.25 County 2024
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	4,515,565.89 City 2023
		County Sales Tax			City Sales Tax	1,577,109.75 County 2023
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	1,062,854.07 City Change
		County Sales Tax			City Sales Tax	313,584.50 County Change
3/21/2024	Jan-24	County Sales Tax	1,890,694.25		City Sales Tax	5,578,419.96
2/22/2024	Dec-24	County Sales Tax	2,781,114.42	23,106,462.71 8.2%	City Sales Tax	8,158,464.07 69,250,461.96 4.0%
1/22/2024	Nov-24	County Sales Tax	1,559,305.60		City Sales Tax	4,709,032.00
12/20/2023	Oct-24	County Sales Tax	1,916,009.28		City Sales Tax	5,684,255.33 69,250,461.96 City 2023
11/22/2023	Sep-24	County Sales Tax	2,480,655.78		City Sales Tax	7,615,211.78 23,106,462.71 County 2023
10/21/2023	Aug-24	County Sales Tax	1,509,750.17		City Sales Tax	4,530,239.98
9/20/2023	Jul-24	County Sales Tax	2,012,131.70		City Sales Tax	6,030,106.74 66,571,120.26 City 2022
8/20/2023	Jun-24	County Sales Tax	2,337,746.99		City Sales Tax	6,739,403.04 21,358,922.89 County 2022
7/21/2023	May-24	County Sales Tax	1,873,134.11		City Sales Tax	5,735,919.99
6/21/2023	Apr-24	County Sales Tax	2,076,304.07		City Sales Tax	6,368,293.95 2,679,341.70 City Change
5/21/2023	Mar-24	County Sales Tax	1,528,002.65		City Sales Tax	4,619,852.76 1,747,539.82 County Change
4/21/2023	Feb-24	County Sales Tax	1,455,198.19		City Sales Tax	4,544,116.43
3/19/2023	Jan-24	County Sales Tax	1,577,109.75		City Sales Tax	4,515,565.89
2/22/2023	Dec-22	County Sales Tax	2,331,087.61	21,358,922.89 -2.6%	City Sales Tax	7,015,548.33 66,571,120.26 4.3%
1/24/2023	Nov-22	County Sales Tax	1,892,168.21		City Sales Tax	5,746,351.94
12/21/2022	Oct-22	County Sales Tax	1,904,586.17		City Sales Tax	5,637,286.90 66,571,120.26 City 2022
11/22/2022	Sep-22	County Sales Tax	1,828,464.08		City Sales Tax	5,282,124.95 21,358,922.89 County 2022
10/21/2022	Aug-22	County Sales Tax	1,905,477.39		City Sales Tax	5,697,578.75
9/20/2022	Jul-22	County Sales Tax	2,321,971.24		City Sales Tax	7,149,286.78
8/20/2022	Jun-22	County Sales Tax	1,816,911.33		City Sales Tax	5,066,525.72 63,840,810.53 City 2021
7/21/2022	May-22	County Sales Tax	1,811,968.57		City Sales Tax	5,388,350.10 21,920,710.74 County 2021
6/21/2022	Apr-22	County Sales Tax	1,971,576.35		City Sales Tax	6,059,165.61 2,730,309.73 City Change
5/21/2022	Mar-22	County Sales Tax	1,526,674.55		City Sales Tax	4,461,738.30 (561,787.85) County Change
4/22/2022	Feb-22	County Sales Tax	613,842.16		City Sales Tax	4,850,989.43
3/19/2022	Jan-22	County Sales Tax	1,434,195.23		City Sales Tax	4,216,173.45
2/22/2022	Dec-21	County Sales Tax	2,471,070.77	21,920,710.74 31.1%	City Sales Tax	7,455,248.61 63,840,810.53 29.9%
1/25/2022	Nov-21	County Sales Tax	1,587,312.19		City Sales Tax	4,653,877.92
12/21/2021	Oct-21	County Sales Tax	2,245,078.73		City Sales Tax	6,847,607.38
11/22/2021	Sep-21	County Sales Tax	1,578,911.41		City Sales Tax	4,305,274.70
10/21/2021	Aug-21	County Sales Tax	1,846,222.17		City Sales Tax	4,948,174.14
9/20/2021	Jul-21	County Sales Tax	1,941,367.18		City Sales Tax	5,563,279.08
8/20/2021	Jun-21	County Sales Tax	1,928,026.98		City Sales Tax	5,794,768.26
7/21/2021	May-21	County Sales Tax	2,134,078.28		City Sales Tax	6,292,906.78 49,146,842.57 City
6/21/2021	Apr-21	County Sales Tax	1,247,864.18		City Sales Tax	3,423,096.66 16,719,327.13 County
5/21/2021	Mar-21	County Sales Tax	1,924,292.66		City Sales Tax	5,462,536.61
4/22/2021	Feb-21	County Sales Tax	1,588,269.26		City Sales Tax	4,766,421.14
3/19/2021	Jan-21	County Sales Tax	1,428,216.93		City Sales Tax	4,327,619.25
2/22/2021	Dec-20	County Sales Tax	1,445,794.87	16,719,327.13 0.3%	City Sales Tax	4,232,187.56 49,146,842.57 -5.0%
1/25/2021	Nov-20	County Sales Tax	1,587,940.99		City Sales Tax	4,492,863.04
12/21/2020	Oct-20	County Sales Tax	1,630,976.65		City Sales Tax	4,999,947.66
11/23/2020	Sep-20	County Sales Tax	1,396,321.95		City Sales Tax	3,952,605.63
10/21/2020	Aug-20	County Sales Tax	1,694,006.82		City Sales Tax	4,276,558.28
9/22/2020	Jul-20	County Sales Tax	1,467,915.93		City Sales Tax	4,382,459.17
8/21/2020	Jun-20	County Sales Tax	1,605,095.72		City Sales Tax	4,774,814.61
7/22/2020	May-20	County Sales Tax	1,557,866.22		City Sales Tax	4,797,152.70
6/19/2020	Apr-20	County Sales Tax	860,574.06		City Sales Tax	2,448,782.22
5/21/2020	Mar-20	County Sales Tax	1,293,072.02		City Sales Tax	3,865,417.55
4/22/2020	Feb-20	County Sales Tax	1,306,194.23		City Sales Tax	4,286,357.93
3/20/2020	Jan-20	County Sales Tax	873,567.67		City Sales Tax	2,637,696.22
2/24/2020	Dec-19	County Sales Tax	1,806,500.14	16,670,136.34 6.0%	City Sales Tax	5,542,185.17 51,732,824.69 7.4%
1/23/2020	Nov-19	County Sales Tax	1,765,912.60		City Sales Tax	5,757,005.84
12/20/2019	Oct-19	County Sales Tax	1,053,485.18		City Sales Tax	3,055,444.40
11/22/2019	Sep-19	County Sales Tax	1,586,457.86		City Sales Tax	4,786,259.66
10/21/2019	Aug-19	County Sales Tax	1,600,148.48		City Sales Tax	4,940,121.35
9/23/2019	Jul-19	County Sales Tax	1,209,618.14		City Sales Tax	3,618,612.18
8/21/2019	Jun-19	County Sales Tax	2,012,988.64		City Sales Tax	6,334,417.88
7/22/2019	May-19	County Sales Tax	1,000,237.92		City Sales Tax	2,954,722.53
6/21/2019	Apr-19	County Sales Tax	1,206,333.76		City Sales Tax	3,957,201.59
5/21/2019	Mar-19	County Sales Tax	1,575,011.74		City Sales Tax	4,907,368.09
4/22/2019	Feb-19	County Sales Tax	781,011.94		City Sales Tax	2,472,350.68
3/21/2019	Jan-19	County Sales Tax	1,072,429.94		City Sales Tax	3,407,135.32
2/22/2019	Dec-18	County Sales Tax	1,602,337.29	15,720,221.20	City Sales Tax	4,957,423.52 48,185,965.90
1/23/2019	Nov-18	County Sales Tax	1,331,035.62		City Sales Tax	4,232,397.07
12/21/2018	Oct-18	County Sales Tax	1,343,355.18		City Sales Tax	4,113,930.12
11/23/2018	Sep-18	County Sales Tax	1,718,685.28		City Sales Tax	5,054,359.80
10/19/2018	Aug-18	County Sales Tax	991,141.62		City Sales Tax	2,924,184.95
9/24/2018	Jul-18	County Sales Tax	1,438,831.10		City Sales Tax	4,290,954.46
8/21/2018	Jun-18	County Sales Tax	1,796,550.82		City Sales Tax	5,462,231.25
7/23/2018	May-18	County Sales Tax	1,042,677.94		City Sales Tax	3,258,203.14
6/21/2018	Apr-18	County Sales Tax	1,142,864.18		City Sales Tax	3,527,756.41
5/21/2018	Mar-18	County Sales Tax	1,508,616.11		City Sales Tax	4,674,211.89
4/20/2018	Feb-18	County Sales Tax	713,349.48		City Sales Tax	2,264,455.70
3/21/2018	Jan-18	County Sales Tax	1,090,776.58		City Sales Tax	3,425,857.59
2/22/2018	Dec-17	County Sales Tax	1,871,667.76		City Sales Tax	6,232,808.91
1/23/2018	Nov-17	County Sales Tax	924,357.13		City Sales Tax	2,809,247.58
Totals Since 2018		\$ 113,951,386			\$ 344,902,586	

Report of Action:
FAHR Meeting of 4/8/2024



- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: Health Department
Description: Approve 2024 funding for a downtown mobile unit via CDBG funds.
Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve \$124,034 in CDBG funds for a downtown mobile unit; approve related budget adjustments, as per summary provided by Health.



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: CITY COMMISSION – APRIL 8, 2024 AGENDA

DATE: MARCH 26, 2024

**RE: BUDGET ADJUSTMENT DUE TO ADDITIONAL FUNDS RECEIVED.
ADDITIONAL FUNDS: \$125,000**

The attached budget adjustment is for implementing a team for Neighborhood Response. Will operate as a mobile unit but only for downtown areas. Funding is provided from the Planning Department's Community Dev Block Grant.

BUDGET ADJUSTMENTS

REVENUE

Neighborhood Response	101-0000-391-20-00	\$124,034
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EXPENSES

Temp FT	101-6013-451-14-00	\$100,305
Health Insurance	101-6013-451-20-01	\$ 6,720
Dental Insurance	101-6013-451-20-03	\$ 401
LT Disability	101-6013-451-20-04	\$ 90
FICA	101-6013-451-21-01	\$ 6,219
Medicare	101-6013-451-21-02	\$ 1,454
Pension	101-6013-451-22-04	\$ 8,145
Cell Service	101-6013-451-53-20	\$ 700

Thank you for your consideration,

Desi Fleming MSN, RN
Director of Public Health

FINANCE DEPT USE ONLY:	
FINANCE COMMITTEE APPROVED ON:	_____
COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE: <i>Date:</i>	_____
<i>By:</i>	_____
<i>BA#</i>	_____

Report of Action:
FAHR Meeting of 4/8/2024



- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

Department: Facilities

Description: KLJ was hired via an MSA task order to investigate the drainage issues of the North Parking Deck and provide a report to include recommendations and estimated costs of repair. As mentioned in the memo, repair costs will likely require additional funding.

Net Financial Impact: \$21,500

Upon discussion of the initial proposal of reallocation of CARES funding (as per memo), FAHR suggested these non-budgeted investigative costs be expensed to 402 Debt Funded Capital and be rolled into a subsequent overall project to include repair costs.

Suggested Motion:

Approve funding of \$21,500 to KLJ from 402 Debt Funded Capital for an investigation and report on the North Parking Deck including recommendations and costs of repair.



Facilities Department
225 4th Street North
Fargo, ND 58102
Phone: 701.298.6966
Email facilities@fargoND.gov
www.FargoND.gov

Memorandum

To: City Commission
From: Bekki Majerus, Director of Facilities Management
Date: April 3, 2024
Re: Reallocation of CARES funds to North Parking Deck Repairs

On September 7, 2021, the Commission approved the installation of protective barriers at City Hall. On April 18, the Commission approved \$175,592 in CARES funds to be allocated to the project. As of 2024, \$131,257 remains from that project. This project is on hold for further discussion.

In an effort to utilize the CARES funding prior to the end of 2024, Facilities is requesting to redirect these dollars to a more urgent project. The North Parking deck at City Hall has significant drainage issues. A preliminary evaluation has been completed, but did not include recommendations to remedy the issues. A more intensive investigation is required to develop plans for repairs. The CARES funds will be utilized to complete the investigation, begin the development of construction documents, and begin repairs to the structure.

Due to recent developments, Facilities Management has given the notice to proceed with the investigation phase. There are funds to cover the initial costs, however, this project has the strong possibility of becoming a much larger project which will require alternate funding to cover the repairs.

If approved, Facilities is also requesting verification that 402-1050-510.73-20 (Site Improvements) would be the correct account to utilize for this project.

Superseded Motion:

Recommended Action:

Move to approve the reallocation of \$131,257 in CARES funding to support the project to repair the City Hall north parking deck.

From FAHR

Requested motion:

Approve funding of \$21,500 to KLJ from Fund 402 Debt Funded Capital for an investigation and report on the North Parking Deck including recommendations and cost of repair.



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

January 18, 2024

Bekki Majerus
Director of Facilities
224 4th Street North
Fargo, ND 58102

Re: City Hall Parking Structure Assessment & Repairs – Fargo, ND

Dear Ms. Majerus:

We would like to thank you for your interest in our engineering services for the above referenced project. We have attached our proposed scope of services and fees in Exhibits A and B respectively.

Upon acceptance of our proposal, we anticipate the city will initiate a task order for this work in conjunction with our MSA dated December 15, 2023. We can begin work once an agreement is in place.

If you have any questions regarding the information provided, please let us know. We look forward to working with you.

Sincerely,

KLJ

A handwritten signature in dark ink that reads 'Cassie McNames'. The signature is written in a cursive, flowing style.

Cassie McNames, PE
Senior Project Manager

Enclosure(s): (2) Exhibit A, Exhibit B
Project #: 2204-01305
cc: File



Exhibit A
Engineering Services
City Hall Parking Structure Assessment & Repairs
Fargo, ND

Engineer's Services

The City of Fargo has requested KLJ provide engineering services to evaluate the condition of the 2-tier parking garage/deck at the north end of the City Hall building located at 225 4th St N, Fargo, ND. It is our understanding there are concerns with the surface drainage on the parking deck and water is infiltrating the garage below. The area in question and included in the scope of services defined below is shown in Appendix 1. KLJ will be responsible for project management and Kimley-Horn, a subconsultant to KLJ, will be responsible for structural engineering services.

The services anticipated to assist in this task are as follows.

I. Engineering Services

A. Project Management

1. Execute and administer contracts with City of Fargo and KLJ subconsultants.
2. Review and prepare monthly invoices.
3. Monitor scope, schedule and budget. Prepare contract amendments as necessary to address changes to scope, schedule and budget.
4. Schedule, coordinate and administer up to four (4) meetings with the City of Fargo. KLJ's subconsultants will attend the meeting via video conference. Meetings are anticipated to include:
 - a. Project kick-off meeting
 - b. Two (2) project progress meetings
 - c. One (1) review of draft report

B. Document Review & Site Visit

1. Review existing documents available for the structure. Documents are anticipated to include:
 - a. Plans titled "New Fargo City Hall" dated April 22, 2016, and prepared by TL Stroh and consultants.
 - b. Report titled "Building Envelope report for Plaza Condition Assessment" dated June 30, 2022, and prepared by Walker Consultants.
2. One site visit to review existing conditions and observe the areas of concrete distress and water intrusion noted in the report prepared by Walker Consultants. Observations will be visual in nature and will not include destructive investigations or material testing to uncover underlying conditions.

C. Report

1. Produce a report summarizing the findings of the document review & site visit. Colored photos will be included to illustrate the observations made during the site visit.
2. Provide up to two (2) alternative or supplementary recommendations, if applicable, to the recommendations previously provided by Walker Consultants.
3. Provide a rough, order of magnitude range of construction cost that might be applicable to each of the alternatives presented in the report. These cost ranges are intended to help the city understand the potential budget implications of the different alternatives. As the current scope of services does not include design or



preparation of construction documents, actual construction costs may vary from preliminary costs included with report.

4. Draft report will be prepared for city review and comment. Review comments received from city will be integrated into a final report.
5. Final report will be delivered to the city electronically (PDF format).

D. Roles:

1. KLJ shall provide project management for the project.
2. Kimley-Horn shall provide structural engineering services for the project.

II. Anticipated Project Schedule

Contract Execution/Notice to Proceed (NTP)..... February 2, 2024
 Site Visit..... 3 weeks after NTP
 Draft Report..... 4 weeks after Site Visit
 City Review Comments..... 2 weeks after Draft Report
 Final Report 2 weeks after City Review Comments

III. Services Not Included

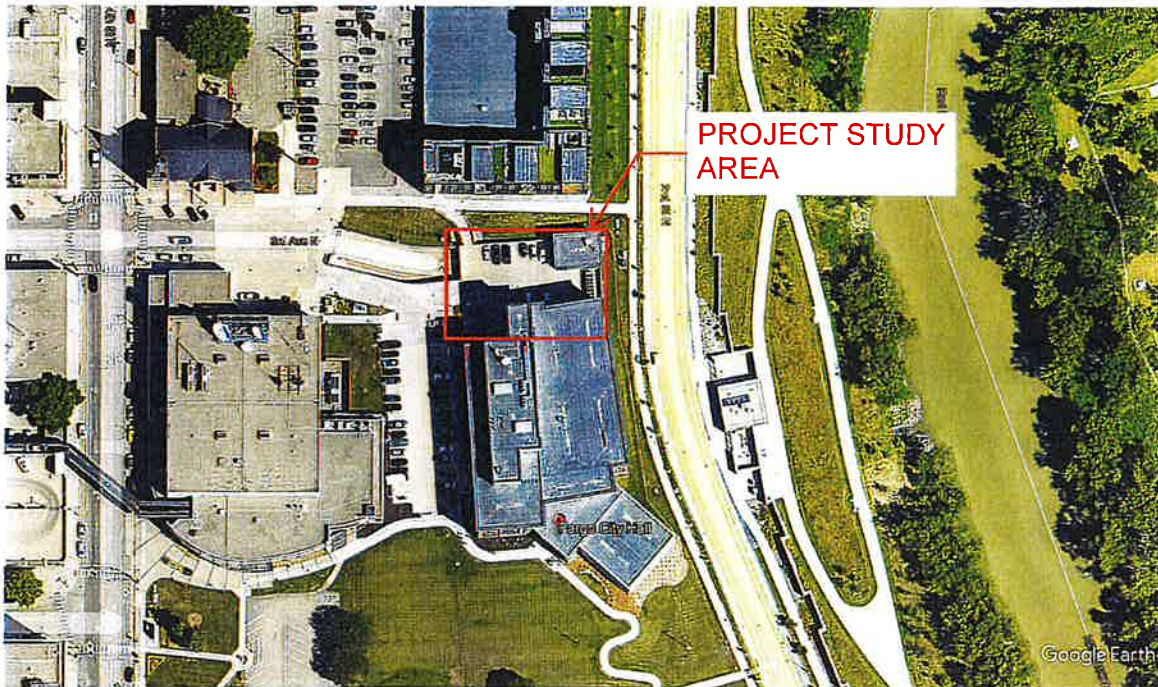
These services can be provided upon request and will be negotiated at the time services are rendered and will be address in an amendment to the contract.

- A. Structural analysis of parking structure and/or members
- B. Preparation of construction and bidding documents for recommended repairs
- C. Preparation of Engineer's Opinion of Probable Cost
- D. Bidding assistance
- E. Construction administration
- F. Supplementary concrete testing and investigation, including destructive testing
- G. Additional services, tasks, site visits and meetings not described in tasks outlined above.



Appendix 1
Engineering Services
City Hall Parking Structure Assessment & Repairs
Fargo, ND

Study Area



GOOGLE EARTH IMAGE OF CITY HALL SITE

Exhibit B
Engineering Services
City Hall Parking Structure Assessment & Repairs
Fargo, ND

Payment for Services

I. Compensation - Lump Sum Method of Payment

A. Client shall pay Engineer for services listed in Exhibit A as follows:

- | | |
|--|----------|
| 1. Engineering Services | \$21,500 |
| 2. Additional Services | |
| 1. Additional services above and beyond those listed in Exhibit A will be invoiced per Engineer's Hourly Rates as agreed to in the Master Service Agreement between City of Fargo and KLJ dated December 15, 2023. | |

Note: The lump sum amounts above include compensation for Engineer's services. Appropriate amounts have been incorporated in the lump sum to account for labor, overhead, profit, and reimbursable expenses.

Report of Action:
FAHR Meeting of 4/8/2024



☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Forestry

Description: Increase 9/5/23 City Commission bid award amount to Bailey Nurseries, Inc. to include trees for additional City Projects. Original award was \$65,106.23 + shipping based on bid price x original number of trees requested. New award is \$82,500 based on bid price x new number of trees required. Fargo Park District will reimburse \$18,000 of this expense. Related budget is \$80,000 expense, and \$15,000 Misc Revenue. Additional \$3,000 from Fargo Park District, covers overage in expense.

Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve adjusted bid award of \$82,500 to Bailey Nurseries, and related budget adjustments.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to Finance and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy when presented to Committees. Any budget adjustments that increase expenditures **MUST** be approved by **BOTH** the Finance Committee & Commission to be entered.*

DEPARTMENT: Forestry

REQUESTED BY: Scott Luidahl PROJECT NUMBER: _____

DATE PREPARED: 3/13/2024

DESCRIPTION OF REQUEST: Reallocate CARES funds remaining on project BP2103 to new project to repair City Hall north parking deck. Request is only to allocate existing funds to a new project, no additional funds requested at this time.

REVENUE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
541-3081-361.99-00	Misc Rev	\$ 15,000	+	\$ 3,000	=	\$ 18,000
			+		=	\$ -
			+		=	\$ -
			+		=	\$ -
		TOTAL REVENUE ADJUSTMENTS:		\$ 3,000		

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
541-3081-440.74.52		\$ 80,000	+	\$ 3,000	=	\$ 83,000
			+		=	\$ -
			+		=	\$ -
			+		=	\$ -
			+		=	\$ -
			+		=	\$ -
			+		=	\$ -
		TOTAL EXPENSE ADJUSTMENTS:		\$ -		

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FINANCE COMMITTEE APPROVED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: _____ Date: _____

By: _____

BA# _____



PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

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September 5, 2023

Honorable Board of City Commissioners
City Hall
225 4th St N
Fargo, ND 58102

Commissioners:

Five RFP's were received August 11, 2023, for our 2024 spring tree order. Park District Forester Sam DeMarais, and I, reviewed these.

<u>Company</u>	<u>Proposed Tree Cost</u>
Bailey Nurseries, Inc.	\$ 65,106.23 + shipping
Chestnut Ridge Nursery, Inc.	\$ 134,835.00 + shipping
Schichtel's Nursery, Inc.	\$ 136,335.00 (included shipping)
Hoffman McNamara	\$ 117,075.00 + shipping
Swedberg Nursery	\$ 76,080.00 (included shipping)

Funding is currently proposed in the 2024 forestry division tree budget.

Most companies are able to provide volume discounts. To maximize this possibility, this is a combined order between the City of Fargo and the Fargo Park District. The park district will cover approximately \$16,000.00 of the total cost.

Recommended motion:

Based on overall prices, quality, past experience, availability, and to secure the order as soon as possible, move to award the 2024 request for proposals (RFP23151) tree order to Bailey Nurseries, Inc.

Your approval of this request is appreciated. Thank you.

Sincerely,

Scott Liudahl
City Forester

Cc: Ben Dow
Jill Pagel

Commission2024 Tree Order.doc

Central Fueling
Fleet Purchase
And Vehicle Maintenance

Right of Way Maintenance
Sanitary & Storm
Sewer Maintenance

Snow Removal
Street Maintenance
Street Name Sign Maintenance

Urban Forestry
Watermeters
Watermain Distribution

Report of Action:
FAHR Meeting of 4/8/2024



- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Solid Waste

Description: Advance order for 2025 Trucks due to supply chain issues. Solid Waste has established a process for replacing their trucks every eight years on a rotating schedule via purchases, consistent with a 10-year capital plan (included in material). Solid Waste will request funding for the four replacement trucks in their 2025 Capital budget. Due to the current 14-month build cycle, Solid Waste requests permission to place their order for the four 2025 trucks now to ensure a mid-2025 delivery. Payment will not be made until delivery in 2025.

Net Financial Impact: Approximately \$1.25 Million, as per capital plan and to be included with 2025 capital budget. No cash outlay until delivery in 2025.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the early order of four trucks for Solid Waste totaling approximately \$1.25 million to be included with the 2025 capital budget and paid upon delivery in 2025.



Division of Solid Waste

2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

MEMORANDUM

April 2, 2024

TO: City Commission

FROM: Scott Olson, Solid Waste Utility Director
Tom Ganje, Fleet Purchasing Manager

Subject: Request to Approve 2025 Replacement Truck Order for Solid Waste

Production timelines for heavy duty vehicles has significantly increased since COVID, which has staff continually evaluating and struggling to receive budgeted trucks within the current year. Keeping up on the current Solid Waste replacement plan for the Refuse Fleet will help keep maintenance costs down while keeping the fleet on the streets.

The Replacement Refuse trucks for 2024 will be roughly on a 14 month build cycle.

City of Fargo-Fleet Management has received confirmation that manufactures are currently receiving orders for Q4 Chassis build slots with another 180 days to complete the body of the unit once the Chassis is delivered. At this rate, if ordered today, we will see a 2025 Replacement Refuse fleet in June / July of 2025 pending there are no shortages with the manufactures.

With the long lead times that are in front of us we are looking at two options.

1. Send out RFP for 2025 Replacement plan Refuse fleet in April / May and have an order by June.
 - a. Fleet would have an anticipated delivery timeline of September / October 2025
2. Send out RFP in December 2024 for 2025 Replacement plan Refuse fleet and order by January 2025.
 - a. Fleet would have an anticipated delivery timeline of April 2026.

City staff has included a 10-year Capital Outlay plan that has been followed diligently.

At this time, we are requesting approval of "option 1" to RFP and order the Solid Waste replacement Refuse trucks for 2025 with no fund disbursements occurring until budget year 2025.

City of Fargo
Enterprise Department
Division of Solid Waste
10 Year Capital Outlay Plan
2025-2034

Description	Division	Original Date	Original Cost	Life	Funding Source	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Building Remodeling	Admin	1976	Unknown	5	SWD	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Site Improvements	Admin	1976	\$50,000	15	"	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Furniture & Fixtures	Admin	Various	\$15,000	7	"	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Trucks	Res	Lease	\$1,200,000	5	"	\$ 325,000	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Optim Equipment	Res	2021	\$100,000	10	"	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Carts	Res	2010	\$1,300,000	10	"	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Trucks	Res	Purchase	\$240,000	5	"	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
Software	Res	Annual	\$18,500	10	"	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Trucks	Comm	Lease	\$210,000	7	"	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trucks	Comm	Purchase	\$330,000	5	"	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
Containers	Comm	Annual	Various	5	"	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Trucks	Roll Off	Lease	\$180,000	10	"	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trucks	Roll Off	Purchase	\$180,000	5	"	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
Containers	Roll Off	Annual	\$5,000	10	"	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Trucks	Recycle	Lease	\$225,000	10	"	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trucks	Recycle	Purchase	\$240,000	15	"	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
Containers	Recycle	Various		15	"	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
Drop-Site Improvements	Recycle	Various	\$250,000	8	"	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Drop-Site Construction	Recycle		\$220,000		"	\$ -	\$ -	\$ -	\$ 220,000	\$ 0	\$ -	\$ -	\$ 220,000	\$ -	\$ -
Bldg Improvements	HHW	1999	\$250,000	30	"	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Parking Lot Improvements	HHW	1999	\$75,000	10	"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bale Repair & Improvements	Landfill	2005	\$3,750,000	30	"	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Loader (3)	Landfill	Lease	\$700,000	7	"	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
Compactor	Landfill	Lease	\$630,000	4	"	\$ -	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000
Compost Turner	Landfill	Lease	\$225,000	8	"	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -
Dozer (3)	Landfill	Lease	\$1,100,000	4	"	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000	\$ 425,000
Excavator	Landfill	Lease	\$200,000	10	"	\$ 49,000	\$ 49,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Trommel Screen	Landfill	2011	\$250,000	11	"	\$ -	\$ -	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Utility Loader	Landfill	2013	\$80,000	10	"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle	Landfill	2019	\$150,000	10	"	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000
Tub Grinder	Landfill	2013	\$750,000	10	"	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
Skid Steer	Landfill	Various	\$5,000		"	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Airburner	Landfill	2021	\$200,000	5	"	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -
CWSRF ELIGIBLE															
Cell Closure	Landfill	Various	\$250,000	-	CWSRF	\$ 500,000		\$ 500,000			\$ 500,000				
Waste Exc & Const (East LF)	Landfill	Various	\$13,200,000	24	"	\$ -	\$ -	\$ 6,000,000	\$ 6,000,000	\$ -	\$ 6,000,000	\$ 500,000	\$ -	\$ -	\$ -
Annual Total	Landfill				"	\$ 500,000	\$ -	\$ 6,000,000	\$ 500,000	\$ -	\$ 6,000,000	\$ 500,000	\$ -	\$ -	\$ -
CWSRF - Annual Payment	Landfill	2022	\$12,820,000	3		\$ 565,000	\$ 565,000	\$ 565,000	\$ 565,000	\$ 565,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000
LANDFILL CIP BUDGET															
Landfill Improvements	Landfill	2022		24	SWD	\$ 1,500,000	\$ 1,500,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
Expand Gas System Landfill	Landfill	2002	\$600,000	50	"	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -	\$ -
LFG Conversion to CNG	Landfill	Debt Fin		50	"	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
ANNUAL BUDGET TOTAL	Landfill					\$ 1,800,000	\$ 1,800,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

Report of Action:
FAHR Meeting of 4/8/2024



- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Administration
Description: Extend Prairie Public Lease agreement for two 3-month terms, as per memo.
Net Financial Impact: Rental revenue of \$18,667.67/mo x 6 months

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the extension of the Prairie Public Lease agreement to include the two 3-month extension options at a rental rate of \$18,667.67/month for May 2024 through October 2024.



Prairie Public Broadcasting, Inc.

*Television
Radio
Education Services
Enterprises*

March 15, 2024

Michael Redlinger
City Administrator
Fargo City Hall
225 4th Street North
Fargo, ND 58102

Dear Michael,

Pursuant to the lease agreement with the City of Fargo, Prairie Public requests to exercise our option under Section 1.3 to extend our agreement for an additional 3-month term.

We also request that the second 3-month option be exercised at this time if possible.

Please let me know if you need anything else from me to process this request.

Thank you.



John E. Harris III
President & CEO
Prairie Public

cc: Steven Sprague, City Auditor, Fargo, ND

The terms of the short-term lease agreement are as follows:

- **Term:** An initial 6-month term, with two 3-month options to extend the lease agreement. Either party may terminate the agreement with a 30-day written notice.
- **Rent:** \$8.00 per square foot, amounting to \$966.67 monthly in the initial 6-month term, with an escalator built into the extension options.
- **Common Area Maintenance (CAM):** \$400 per month, amounting to \$2,400 for the initial 6-month term for expenses outlined in the agreement.
- **Parking:** No on-site parking will be provided.
- **Insurance:** Public liability and casualty insurance to be maintained for the premises by the Lessee and Lessor, respectively.
- **Subletting:** No subletting of the leased premises will be permitted.

Section 2.1. Rent.

2.1.1. Lessee shall pay fixed minimum rent in accordance with the following terms:

The base rent shall be \$8.00 per square foot for the subject property. Said rent shall be paid in equal monthly installments.

2.1.2. If Lessor and Lessee have agreed to extend this Lease, any additional months the base rent described in paragraph 2.1.1.1, above, shall be adjusted by \$500 per month, until Lessee vacates the Leased Premises.

2.1.3 Additional payment for common area maintenance. In addition to the minimum rent as described, Lessee covenants and agrees to pay to Lessor the sum of \$400 per month to cover the expenses borne by Lessor for common area maintenance (CAM payment). In lieu of a calculated proration of such expenses to be shared between Lessee and other tenants, the parties agree upon said stipulated sum for

such expenses. These expenses include, but are not limited to real estate taxes and special assessments, property management fees, snow removal, grounds maintenance, common area cleaning and janitorial services, sprinkling and alarm, repair, maintenance of building and fixtures (other than structural repairs which are Lessor's obligation, as stated in 3.1.1, below), repair and maintenance, water, electricity, utilities, garbage, property and liability insurance.

2.1.4 Fixed minimum rent and the monthly CAM payment shall be payable in advance on the first day of each month. The covenant of the Lessee to pay the base fixed minimum rent and the CAM payment are each independent of any other covenants, conditions, provisions or agreements contained in this Lease.

Original Lease: 6 months	November 2023 - April 2024
Monthly Rental	966.67
Monthly CAM	<u>400.00</u>
	1366.67

Extensions Requested: 6 months	May 2024 - October 2024
Monthly Rental	966.67
Extension Escalator	500.00
Monthly CAM	<u>400.00</u>
	1866.67

Report of Action:
FAHR Meeting of 4/8/2024



☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Engineering
Description: Sale of small parcel of City-owned land to adjacent property owner, as per memo.
Net Financial Impact: Asset sale proceeds of \$2,500

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve sale of City-owned property located at 924 15th Street North to Holm Properties LLC for \$2,500.



Memorandum

TO: City Commission
From: Shawn G. Bullinger, Land Acquisition Specialist
Date: April 4, 2024
Re: Acquisition City Property

On January 17, 2023 staff brought a request to PWPEC from Kyle Reedstrom with Knight-Reedstrom Companies LLC to purchase a City owned parcel at 924 15th St N. At that time there was a concern that if this property were sold to any owner other than the property owner to the north (926 15th St N), it would put that property out of compliance with setback requirements. PWPEC recommended to work with assessors and to follow city policy for selling. Since that meeting, staff in engineering, assessors & the city attorney's office have met and determined this property could be sold to the property owner to the north at 926 15th St N.

Since the February 12, 2024 PWPEC meeting, staff has negotiated a purchase price of \$2,500.00 with Holm Properties LLC, the owner of the northerly adjacent property located at 926 15th St N. Staff is seeking permission to move forward with the sale of City owned property at 924 15th St N.

Recommended Motion:

Approve sale of City property located at 924 15th St N to Holm Properties LLC for \$2,500.00.

Attachments

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Location: 924 15th Street North Type: Acquisition of City Property
 Date of Hearing: 2/12/2024

<u>Routing</u>	<u>Date</u>
City Commission	
PWPEC File	<u>X</u>
Project File	<u>Shawn Bullinger</u>

The Committee reviewed a letter from Land Acquisition Specialist, Shawn Bullinger, regarding the acquisition of a City owned parcel at 924 15th Street North.

On January 17, 2023, staff brought a request to PWPEC from Kyle Reedstrom with Knight-Reedstrom Companies LLC to purchase the property at 924 15th Street North, which is adjacent to his property at 926 15th Street North. At that time, there was a concern that if this property were sold to any owner other than the property owner to the north (926 15th Street North), it would put that property out of compliance with setback requirements. Since that meeting, staff in Engineering, Assessors and the City Attorney's Office have met and determined this property could be sold to the property owner to the north at 926 15th Street North.

Staff is seeking permission to negotiate a purchase price with the property owner at 926 15th Street North.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend Engineering begin negotiating a purchase price for the City owned property at 924 15th Street North.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the purchase of City owned property at 924 15th Street North.

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
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mike Redlinger
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ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of April, 2024, by and between **CITY OF FARGO, NORTH DAKOTA**, a North Dakota municipal corporation, hereinafter "City" or "Seller", and **HOLM PROPERTIES, LLC**, a Minnesota limited liability company, hereinafter "Buyer",

WITNESSETH:

WHEREAS, City is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

North Ten feet (10') of Lot Six (6), Block Three (3) in William G. Johnson Addition to the City of Fargo according to plat on file in the office of the Register of Deeds, Cass County, North Dakota.

WHEREAS, the City has indicated a desire to sell the real estate; and,

WHEREAS, Buyer is willing to purchase the real estate in accordance with the terms stated herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Subject Matter.** The subject matter of this agreement is the real estate described.
2. **Purchase Price.** The purchase price for the real property identified is as follows: Two Thousand Five Hundred Dollars and No Cents (\$2,500.00).
3. **Payment of Purchase Price.** Buyer shall present a certified check at the time of closing for the full amount of the purchase price.
4. **Deed.** Seller shall sign a Quit Claim Deed. Buyer will take title as follows: Holm Properties, LLC.
5. **Closing Date and Transfer of Possession.** Closing shall take place as soon as possible. Buyer shall take possession of the real estate on the day of closing. The property is currently vacant.
6. **Warranty.** Seller provides no express or implied warranties on the subject property and the property is sold "as is."

DATED this 11 day of April 2024.

BUYER:

DocuSigned by:


4/11/2024

BE468C750BA9420
Holm Properties, LLC

DATED this _____ day of April 2024.

SELLER:

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

QUITCLAIM DEED


THIS INDENTURE is made this ____ day of April, 2024, between **City of Fargo, Cass County, North Dakota**, a North Dakota municipal corporation, 225 4th Street North, Fargo, North Dakota, **Grantor**, and **Holm Properties LLC**, a Minnesota limited liability company, 310 5th Street NW, PO Box 276, Ulen, MN 56585, **Grantee**.

For and in consideration of sum of One Dollar (\$1.00) and other valuable consideration, Grantor does hereby QUITCLAIM to the Grantee, all of its interest in the following real property lying and being in the County of Cass, and State of North Dakota, and described as follows, to-wit:

North Ten feet (10') of Lot Six (6), Block Three (3) in William G. Johnson Addition to the City of Fargo according to plat on file in the office of the Register of Deeds, Cass County, North Dakota.

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision (h) of subsection 6 of N.D.C.C. 11-18-02.2.

DATED: 4/11/2024 _____

DocuSigned by:

RE466C750BA9420

Grantee or Agent

TO HAVE AND TO HOLD, the above quitclaimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its heirs and assigns, FOREVER.

WITNESS, the hand of the Grantor:

City of Fargo
a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of April, 2024, 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 was obtained from a previously recorded document.

This document was prepared by:

Kasey D. McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
701-232-8957
kmcnary@serklandlaw.com

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April 9, 2024

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

Re: SRF Loan Amendment for the Southwest Regional Storm Water Pond
Improvement District #FP-19-A

In 2019, the City received a \$11 million State Revolving Fund (SRF) loan for the Southwest Regional Stormwater Pond system. This loan was utilized for the design, land acquisition, and construction of the first phase of the north pond. At the time of the original loan application, it was known that an amendment to the loan would be necessary to facilitate the remaining land acquisition and construction.

Over the past year, City staff has been working with the North Dakota Public Finance Authority regarding a \$16 million amendment request to our existing loan, which was recently approved by the North Dakota Industrial Commission at their February meeting. This amended SRF loan will allow for the remaining lands to be acquired for the south pond and completion of the construction of both the north and south ponds. It is anticipated that the construction of these ponds will be completed by the end of the 2025 construction season. Once completed, the overall Southwest Regional Stormwater Pond system will be operational and available to accept stormwater runoff from the benefiting properties.

Bond Counsel and City staff have reviewed the attached loan agreement and are seeking your approval of the resolution to authorize the issuance and sale of revenue notes for the project to the North Dakota Public Finance Authority.

Suggested Motion:

Approve the Loan Agreement and Resolution authorizing the issuance and sale of \$25,705,000 City of Fargo Refunding Improvement and Refunding Improving refunding Bonds, Series 2024.

Sincerely,



Nathan Boerboom
Assistant City Engineer



Brenda Derrig
Assistant City Administrator



Susan Thompson
Director of Finance



North Dakota Public Finance Authority

February 27, 2024

Nathan Boerboom
City of Fargo
nboerboom@fargond.gov

Dear Mr. Boerboom,

The City of Fargo's requested \$16,000,000 increase to a previously approved \$10,500,000 (total \$26,500,000) loan was approved on February 27, 2024. The financing will be provided under the Clean Water State Revolving Fund Program. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to the loan approval are known as of the date of this letter, an attachment will be included.

If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application and related attachments for consideration by the PFA and its' advisors, as applicable.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding.** This requirement is set out in the form of the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA
Business Manager

cc: Jennifer L. Hanson, Dorsey & Whitney LLP (hanson.jennifer@dorsey.com)
Kara Tonolli, Dorsey & Whitney LLP (tonolli.kara@dorsey.com)
Steve Sprague, City Auditor, ssprague@fargond.gov

Borrower: City of Fargo

Loan approval subject to the following Conditions:

ND Department of Environmental Quality:

- Receipt of the engineering agreement
- Approval of the Facility Plan with Engineering Stamp
- Completion of the environmental review process
- Approval of the plans and specifications
- Review of bid documents and authorization to award

CITY OF FARGO, STATE OF NORTH DAKOTA
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$25,705,000
CITY OF FARGO REFUNDING IMPROVEMENT AND REFUNDING IMPROVEMENT
REFUNDING BONDS, SERIES 2024

RECITATIONS

WHEREAS, the City Commission (the “Commission”), of the City of Fargo, Cass County, North Dakota (the “City”) has heretofore duly created the improvement district set forth in Attachment A hereto (the “Improvement District”), authorized the issuance of certain definitive warrants of the City (the “Original Warrants”) for the Improvement District in the amount set forth in Attachment A hereto for the construction of improvements in the Improvement District, including the construction of a regional stormwater pond, including a storm sewer lift station, storm sewer piping and excavation (the “Improvements;” and established a special fund for the Improvement District (the “Special Fund”); and

WHEREAS, the City previously applied to the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the “Department”) and the North Dakota Public Finance Authority (the “Public Finance Authority”) for financial assistance to finance a portion of the cost of the Improvements, which application was approved; and

WHEREAS, the City previously issued its \$10,500,000 Refunding Improvement Bonds, Series 2019D (the “Series 2019D Bonds”) to finance a portion of the costs of the Improvements; and

WHEREAS, the City provided for the payment of the Series 2019D Bonds through a pledge of the Original Warrants;

WHEREAS, the Public Finance Authority, as the purchaser of the Series 2019D Bonds, has approved an additional loan to the City in the amount of \$16,000,000 (the “Additional Loan Amount”) for increased costs of the Improvements, which shall be added to the principal amount outstanding of the Series 2019D Bonds (\$9,705,000), for a total loan amount of \$25,705,000; and

WHEREAS, the City will issue its \$25,705,000 Refunding Improvement Refunding Bonds, Series 2024 to the Public Finance Authority to refund the Series 2019D Bonds, and evidence the loan to the City (the “Municipal Securities”); and

WHEREAS, the City desires to provide for the payment of the Municipal Securities through a pledge of the Original Warrants and definitive warrants to cover the Additional Loan Amount (the “New Warrants,” and together with the Original Warrants, the “Warrants”).

WHEREAS, the City is authorized by North Dakota Century Code Chapter 40-27 (the “Act”) to issue such Municipal Securities; and

WHEREAS, such Municipal Securities shall be payable solely out of moneys in the Special Fund from which the Warrants are payable; and

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

WHEREAS, in and by the resolution adopted by the City on this date, entitled "RESOLUTION PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF THE SPECIAL FUND OF THE IMPROVEMENT DISTRICT, AND AUTHORIZING THE ISSUANCE OF \$16,000,000 IMPROVEMENT WARRANTS (SERIES 2024) THEREON" the City has authorized the issuance of the New Warrants in the aggregate principal amount of \$16,000,000 payable from the Special Fund of the Improvement District, subject to the terms, provisions and covenants set forth in the resolution, which resolution is incorporated herein and made a part hereof.

RESOLUTION

Be it resolved by the governing body of the City:

SECTION 1. Authorization and Sale.

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing of the Improvements, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the City to issue the Municipal Securities, pursuant to Title 40 of the North Dakota Century Code, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Improvements, refunding the Series 2019D Bonds, and paying related costs of issuance.

It is hereby found, determined, and declared that said New Warrants were duly and legally authorized under authority of and in accordance with the provisions of Title 40 of the North Dakota Century Code, as amended; that there is not at the present time in the Special Fund sufficient money to pay the New Warrants drawn thereon with interest, and by the exchange of said New Warrants for a portion of the Municipal Securities the interest rate and interest costs thereon will be reduced, and the general tax which the City may become obligated to levy for any deficiencies in said funds can be reduced and equalized, and the burden on the taxpayers and property owners will be reduced; that said New Warrants are subject to exchange at the option of the City for the purpose of issuing refunding improvement bonds or warrants of the City in accordance with the provisions of Chapter 40-27, North Dakota Century Code; that all acts, conditions, and things required by the Constitution, City Charter and laws of the State of North Dakota to be done, to exist, to happen, and to be performed precedent to the issuance of the

Municipal Securities hereinafter described have been done, do exist, have happened, and have been performed in due form, time and manner as so required; and that the issuance of the Municipal Securities is necessary and expedient and for the best interest of the City and its inhabitants, taxpayers, and the owners of property liable to be assessed for said Improvements.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in an Amended and Restated Loan Agreement to be entered into between the City and the Public Finance Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City agrees to pay to the Public Finance Authority the Administrative Fee as defined in the Loan Agreement.

SECTION 2. Term of Municipal Securities.

2.01. Form. The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO REFUNDING IMPROVEMENT AND REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2024 (or such other series designation as is appropriate at the time of issuance thereof), and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Attachment B.

2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$25,705,000, dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 1.50% per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in accordance with "Attachment C" attached to this Resolution, subject however to the final amortization schedule to be attached to the Municipal Securities upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. Interest shall be payable semiannually on each March 1 and September 1 commencing September 1, 2024. Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Improvements.

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the

registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Bank"), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Registrar. The Bank shall act as Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

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

2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. Proceeds of the Municipal Securities shall first be applied to refund the outstanding Series 2019D Bonds. The remaining proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Improvements and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

SECTION 3. Reserved.

SECTION 4. Establishment of Bond Fund. There shall be and is hereby created a special fund to be maintained by the City Auditor separate and apart from all other funds of the City, to be designated as the SERIES 2024 REFUNDING IMPROVEMENT AND REFUNDING IMPROVEMENT REFUNDING BONDS BOND FUND (herein referred to as the "Bond Fund"). To the Bond Fund shall be credited the Original Warrants and the New Warrants when received by the City Auditor, which Warrants shall thereupon become and shall thereafter be held as an asset of said fund, and the proceeds of all collections on said Warrants so acquired shall be held by the City in trust for the use and benefit of the holders from time to time of the Municipal Securities. The Special Fund of the Improvement District described in the resolution referred to in paragraph 1 hereof shall be continued and payments shall be made therefrom on the Warrants drawn thereon in the same manner as though said Warrants had not been exchanged. All payments of principal and interest made on said Warrants shall be credited to the Bond Fund and shall be used and applied, together with other amounts available therefor, including available sales tax revenues and storm sewer utility revenues, in payment of the principal of and interest on the Municipal Securities as such principal and interest become due.

SECTION 5. Covenants. (a) The City hereby covenants and agrees with the holders from time to time of the Municipal Securities issued pursuant hereto:

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

c. That it will preserve and enforce for the benefit of the holders from time to time of the Municipal Securities all of the rights, powers, and privileges reserved, to the holders of the Warrants, and all of the covenants of the City as provided in the resolutions authorizing the issuance of the improvement warrants.

d. That at the time and in the manner prescribed by § 40-26-08, North Dakota Century Code, as amended, this governing body will levy general taxes on all taxable property in the corporate limits of the Municipal Securities for the payment of any deficiency in any Special Fund and will cause the proceeds thereof to be applied in payment of the principal of and interest

on the then unpaid Warrants drawn on said Special Fund; provided that the City reserves the right to levy taxes in the manner and to the extent permitted by law for payment and discharge of any deficiency in said Special Fund prior to the date upon which it may become obligatory to levy such deficiency taxes, and the amounts thereof shall be credited against the levies which the City might otherwise have been obligated to make.

e. That in the event the moneys in the Bond Fund should at any time be insufficient to meet all payments of principal and interest then due on the Municipal Securities, said moneys shall be first used to pay the interest accrued on all outstanding Municipal Securities, and the balance shall be applied in payment of the principal of said Municipal Securities in order of their principal payment dates, earliest first. The City reserves the right and privilege of refunding any of such Municipal Securities for the payment of which moneys are not at the time available by issuing new bonds payable from said Bond Fund, which bonds shall be on a parity with those theretofore issued, provided that no holder of Municipal Securities herein authorized to be issued shall be obligated to accept any such bond in exchange for any of such matured Municipal Security.

f. The City hereby pledges all special assessments for improvements funded in whole or in part from the proceeds of the Municipal Securities, all Warrants and the payments thereon, and all amounts on deposit from time to time in the Special Fund and the Bond Fund to the payment of the principal of, and interest on, the Municipal Securities.

g. The City will maintain complete books and records relating to the operation of the Bond Fund in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.

SECTION 6. Payment and Discharge; Defeasance. When all of the Municipal Securities have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The City may discharge its obligations with respect to all or a portion of the Municipal Securities which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment of the principal thereof, and interest accruing thereon to such duty in full. If any Municipal Securities shall not have been paid when due, the same may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment of the principal thereof in full with interest accrued thereon from the date to which interest has been paid to the date of such deposit and payment to the owners thereof. The City may also discharge its obligations with respect to all or a portion of the Municipal Securities, by depositing with the paying agent on or before that date an amount equal to the principal, interest and redemption premium, if any, which are due on the maturity date, or earlier redemption date selected by the City, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to all or a portion of the Municipal Securities, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or financial institution qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be sufficient to pay all principal, interest, and redemption premium to become

due thereon to maturity or the date of earlier redemption selected by the City. If less than all of the Municipal Securities are to be discharged pursuant to this paragraph, the mandatory sinking fund redemption requirement with respect to term bonds, and series may be selected by the City in its sole discretion.

SECTION 7. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

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

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

7.03. Rebate. The City acknowledges that the Municipal Securities are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Municipal Securities from gross income for federal income tax purposes, unless the Municipal Securities qualify for the exception from the rebate requirement under Section 1.148-7 of the Regulations and no "gross proceeds" of the Municipal Securities (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute an arbitrage and rebate certificate in the form prescribed by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

7.04. Not Qualified Tax Exemption Obligations. The Municipal Securities are not designated as "qualified tax-exempt obligations" for purpose of Section 265(b) of the Code.

7.05. Reimbursement. The City certifies that the proceeds of the Municipal Securities will not be used by the City to reimburse itself for any expenditure with respect to the Improvements which the City paid or will have paid prior to the issuance of the Municipal Securities unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the

Regulations, or (ii) with respect to “preliminary expenditures” for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Municipal Securities.

SECTION 8. Use of American Iron and Steel. The City will comply with all federal requirements applicable to the Loan Agreement (including those imposed by the 2014 Appropriations Act, Public Law No: 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Improvements are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the City has requested and obtained a waiver from the Department pertaining to the Improvements or (ii) the Department or Public Finance Authority has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Improvements.

SECTION 9. Davis Bacon and Related Acts. The City shall, to the extent applicable to the Loan (as defined in the Loan Agreement) or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141, et seq.).

SECTION 10. Record and Reporting Requirements. The City will comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Public Finance Authority, such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the Improvements is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the Loan Agreement may be a default thereunder that results in a repayment of the Loan thereunder in advance of the maturity of the Municipal Securities and/or other remedial actions.

SECTION 11. Authentication of Transcript. The officers of the City are hereby authorized and directed to prepare and furnish to the Public Finance Authority and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Municipal Securities and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Municipal Securities, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

[The remainder of this page intentionally left blank.]

Adopted April 15, 2024.

CITY OF FARGO

By: _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

Attachment A**IMPROVEMENT DISTRICT WITH ESTIMATED PRINCIPAL AMOUNTS,
LEVY YEARS, AND AMOUNTS**

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Total Principal and Interest Amount
FP-19-A	\$25,705,000	2020-2054	\$32,811,826.50

Attachment B

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

REFUNDING IMPROVEMENT AND REFUNDING IMPROVEMENT REFUNDING BOND,
SERIES 2024

No. R-1 \$25,705,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2055	[_____], 2024	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: TWENTY-FIVE MILLION SEVEN HUNDRED FIVE
THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the “City”), above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of one and one half percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing September 1, 2024. The Principal Amount of this Bond is subject to mandatory redemption on the dates and in the amounts set forth in Schedule A to this Municipal Security, which Schedule A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement, as described below. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Bond), payable semi-annually on each March 1 and September 1. All payments due with respect to this Bond are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner’s address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-27 (the “Act”), and pursuant to a Resolution (the “Resolution”) and an Amended and Restated Loan Agreement (the “Loan Agreement”) adopted and entered into by the City for the purpose of refunding a like principal

amount of valid outstanding special improvement warrants drawn on the funds of an improvement district heretofore duly created by the City for the financing of the cost of local improvements in anticipation of the levy and collection of special assessments with respect to the improvements, all pursuant to and in full conformity with the Constitution, City Charter and laws of the State of North Dakota. Reference is hereby made to the Resolution and the Loan Agreement for a description of the Funds and Accounts pledged to the payment of the Municipal Securities and the rights of the Registered Owner of the Municipal Securities.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for new Municipal Securities of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the City has duly created the SERIES 2024 REFUNDING IMPROVEMENT AND REFUNDING IMPROVEMENT REFUNDING BOND FUND as a separate and special fund and has appropriated thereto the improvement warrants previously refunded and to be refunded by this Municipal Security, on which improvement warrant payments are required by law to be made as though none of such warrants had been refunded, and will use due diligence to collect said improvement warrants and the special assessments and any taxes, revenues or other funds appropriated for their payment; that the governing body is required by law to levy a tax upon all the taxable property in the corporate limits of the City, without limitation as to rate or amount, to meet any deficiency in any of said improvement district funds for the payment of all warrants drawn thereon, with interest; and that all collections of special assessments, revenues and taxes appropriated for the payment of said improvement warrants are required by law to be credited to the Bond Fund and applied in payment of the principal of and interest on this Municipal Security; all as more fully stated in the Resolution; and that the issuance of this Municipal Security has not caused the indebtedness of the Issuer to exceed any constitutional, charter or statutory limitation of indebtedness.

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

IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Tim Mahoney
Mayor

ATTEST:

Steven Sprague City
Auditor

CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: _____
Authorized Representative

ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto _____ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Social Security or other identifying number of
Assignee

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

[Final Debt Service Schedule to be Inserted]

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on April 1, 2024, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this __ day of [_____], 2024.

City Auditor

(SEAL)

RESOLUTION PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR
THE SUPPORT AND MAINTENANCE OF THE SPECIAL FUND OF THE IMPROVEMENT
DISTRICT, AND AUTHORIZING THE ISSUANCE \$16,000,000 IMPROVEMENT
WARRANTS (SERIES 2024) THEREON

BE IT RESOLVED by the City Commission (the "Commission") of the City of Fargo, Cass County, North Dakota (the "City") as follows:

1. **Findings.** The City has previously created the improvement district FP-19-A (the "Improvement District"), for the purpose of financing and constructing a large regional stormwater pond, including a storm sewer lift station, storm sewer piping and excavation (the "Improvements") pursuant to the provisions of North Dakota Century Code, Section 40-22-01. The Improvements are to be located on land owned by the City, located outside City limits but expected to be annexed. Plans and specifications for the Improvement have been prepared pursuant to North Dakota Century Code, Sections 40-22-10 and 40-22-11, and pursuant to North Dakota Century Code Section 40-22-15, the financing and implementation of the Improvements are exempt from the requirement of passage and publication of a resolution of necessity.

The total cost of said Improvements in excess of any other funds on hand and appropriated for the payment of such cost, including reimbursing other funds of the City for any amounts temporarily advanced to meet immediate expenses of the Improvements less prepayments actually received and to be used to pay the cost of said Improvements, was previously estimated to be approximately \$10,500,000, and the City previously sold improvements warrants in the total principal amount of \$10,500,000 (the "Prior Warrants").

The total cost of the Improvements is now estimated to be approximately \$16,000,000 greater (\$26,500,000 total), which is incorporated herein; that to pay the total cost of said Improvements, the City will sell additional improvement warrants in at least the total principal amount of \$16,000,000; that the total benefits to all lots, tracts, and parcels of land liable to be specially assessed for benefits resulting from the Improvements in said Improvement District will be substantially in excess of the cost of said Improvements to be assessed against said properties as herein provided; and that all acts, conditions, and things required by the Constitution, City Charter and laws of the State of North Dakota to be done, to exist, to happen, and to be performed preliminary to the issuance and sale of additional warrants to provide moneys to pay for said Improvements and the increased costs related thereto (the "New Warrants," and together with the Prior Warrants, the "Warrants") have been done, do exist, have happened, and have been performed in regular and due form and in the time and manner as so required. The Warrants, in addition to those previously sold, are payable from and secured by a special fund of the City created with respect to the Improvement District.

2. **Issuance and Sale of Warrants.** In anticipation of the collection of said special assessments, revenues and taxes, if any, and for the purpose of borrowing money to pay the cost of said Improvements, the City shall issue its New Warrants on the Special Fund in an amount of up to \$16,000,000, which New Warrants shall be in addition to the Prior Warrants previously issued on the Special Fund in the original amount of \$10,500,000. The governing body of the City, in response to its application for financial assistance from the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the "Department") and the North

Dakota Public Finance Authority (the "Public Facilities Authority"), has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the New Warrants at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a loan agreement to be entered into between the City and the Public Finance Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Public Finance Authority to purchase the New Warrants, to be immediately refunded by the issuance by the City of its Refunding Improvement and Refunding Improvement Refunding Bonds, Series 2024 (the "Municipal Securities") in an aggregate principal amount of \$25,705,000 is reasonable and advantageous to the City and is hereby accepted. Issuance of the Warrants shall be conclusive evidence of the approval of such award.

3. **Creation and Uses of Funds and Accounts.** There was previously created a special fund of the City for the Improvement District (the "Special Fund"), which Special Fund shall continue to be held and administered by the City Auditor separate and apart from all other funds of the City, and the Special Fund shall be continued and maintained as directed in this resolution until all Warrants issued thereon shall have been fully paid with interest. In the Special Fund there shall continue be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

(A) There shall be credited to the Construction Account in the Special Fund the proceeds of the sale of the Warrants issued against the Special Fund except the accrued interest and except any amounts necessary to reimburse other funds of the City for temporary advances made for the Improvements. All costs and expenses of making said Improvements, including interest coming due during construction, shall be paid from time to time as incurred and allowed from said Construction Account, upon Construction Account warrants signed by the Mayor and City Auditor, or in their absence, the Deputy Mayor and/or the Deputy City Clerk, and moneys in said Account shall be used for no other purpose.

(B) There shall be credited to the Principal and Interest Account in the Special Fund the accrued interest, if any, on the Warrants drawn on said fund from the date of the Warrants to the date of delivery thereof to the purchaser, the entire amount of special assessments and any other funds, including funds appropriated pursuant to North Dakota Century Code, Section 40-24-10, revenues and taxes. Moneys in the Principal and Interest Account shall be used only for payment of the principal of and interest on the Warrants drawn against said fund as such payments become due.

(C) The City covenants and agrees with the holders from time to time of the Municipal Securities, which are payable from, and secured by, the Warrants (and the previously issued warrants) and the interest on which is excluded from gross income for federal tax purposes, that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Municipal Securities to become subject to taxation under the Internal Revenue Code of 1986, as amended, and regulations, amended regulations, and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

4. **Special Assessments.** With respect to the Improvement District, the City covenants and agrees with all holders of Warrants that it will do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement District benefited by the Improvements, in an aggregate amount equal to the total cost of the Improvements to the City, except any portion, not exceeding one-fifth of the cost of the Improvements and not exceeding any applicable constitutional, charter or statutory debt limit, as the City may determine to pay, including by the levy of ad valorem taxes upon all taxable property within its corporate limits.

In the event that the special assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by the governing body or by any officers or employees, either in the making of the special assessment or in the performance of any condition precedent thereto, the City and this governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such special assessment a valid and binding lien upon such lot or tract.

The installments of special assessments from time to time remaining unpaid shall bear interest at the rate, not exceeding seventy five basis points (0.75%) above the true interest cost (TIC) annual interest rate on bonds issued on the special improvement district, said special assessments to be levied in equal annual installments of principal, together with the interest to accrue thereon.

5. **Form of New Warrants.** The New Warrants shall be reproduced in substantially the form set forth in Attachment A hereto and incorporated herein.

6. **Execution and Delivery.** Each New Warrant shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the City by the signature of the Mayor, countersigned by the City Auditor and sealed with the official seal of the City. When executed, the warrants shall be delivered by the City Auditor to the Public Finance Authority thereof upon payment of the purchase price agreed upon, and the Public Finance Authority shall not be obligated to see to the application of the purchase price.

The Mayor, the City Auditor, and other officers of the City are also hereby authorized to execute and deliver any such additional certificates, showings, agreements, or documents necessary or otherwise appropriate in connection with the issuance of the New Warrants and the transactions contemplated thereby.

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

In case any officer signing documents authorized to be executed and delivered by this resolution shall cease to be such officer before or after the delivery of any such document, such signature,

nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

7. **Covenant as to Tax Levy.** With respect to the Special Fund, the City hereby recognizes its obligation with respect to the New Warrants drawn against the funds, as set forth in § 40 26-08, North Dakota Century Code, as amended, and covenants that whenever all special assessments, revenues and taxes, if any, theretofore collected are insufficient to pay principal of or interest then due on the applicable New Warrant, the governing body of the City shall thereupon levy a tax upon all taxable property in the corporate limits of the City for the payment of such deficiency; provided, that if said New Warrant has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, North Dakota Century Code, such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on such refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the City and this governing body under the provisions of said § 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in said Special Fund within one year, and it is hereby declared to be the policy of the City that the governing body will annually review the current requirements and resources of the Special Fund, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter 40-40, North Dakota Century Code, to the end that provisions may be made in each annual budget for any deficiency in said applicable funds which is deemed likely to occur within the then next succeeding year. Any taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Special Fund and applied as provided in paragraph 3(B) hereof.

8. **Refunding.** With respect to the Special Fund, the City reserves the right and privilege of refunding any warrants drawn against any of the Special Fund and refunding improvement bonds payable from such warrants which are past due, or which are redeemable at the option of the City, or to the redemption or exchange of which the holder thereof shall have consented, and for the payment of which Warrants moneys are not at the time available in said fund, by issuing new warrants pursuant to the provisions of § 40-27-06, North Dakota Century Code. Such refunding warrant shall be payable from the Special Fund on a parity with the Warrants previously issued as to interest charges, provided, however, the principal maturities of such refunding warrant shall be subsequent to the maturities of all Warrants payable from the Special Fund and then outstanding, except the warrants so refunded.

With respect to the Special Fund, the City also reserves the right to issue additional warrants and refunding improvement bonds for the payment of the cost of the Improvement in said district if the actual cost of said Improvement should be greater than has been estimated, such additional warrants to be payable from said fund on a parity with other warrants drawn on said funds. By separate resolution, the City expects to finance engineering costs of the Improvements by separate Warrants.

9. **Certification of Proceedings.** The officers of this City and the County Auditor of Cass County are authorized and directed to prepare and furnish to the purchaser of said warrants and to Dorsey & Whitney LLP, Bond Counsel to the City, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of said

improvement and the operation and maintenance thereof, and the levy of special assessments and taxes therefore or the issuance of said New Warrants, which may be necessary or proper to show the validity or marketability of said New Warrants, and all instruments and transcripts so furnished, constitute representations of the City as to the correctness of the facts as stated or recited therein.

Mayor

Attest:

City Auditor

COMMISSIONER _____ introduced the preceding resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____.

The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted this ____ day of _____, 2024.

Attachment A

FORM OF WARRANT

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

IMPROVEMENT WARRANT, SERIES 2024
IMPROVEMENT DISTRICT NO. FP-19-A

R-1

INTEREST RATE

[]%

DATE OF ORIGINAL ISSUE

[], 2024

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: SIXTEEN MILLION DOLLARS

KNOW ALL BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota, (the "City") acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount of \$16,000,000 in annual installments on September 1 in each of the years [2024 through 2054], but only from its Special Fund for Improvement District No. FP-19-A, with interest thereon from the date hereof at the annual rate specified above, such interest payable on March 1 and September 1 in each year, commencing September 1, 2024, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable at the office of the City Auditor of the City, in Fargo, North Dakota, in any coin or currency of the United States of America which on the respective dates of payment is legal tender for public and private debts.

This warrant is issued for the purpose of financing a portion of the cost of a necessary improvement benefiting the above-named District of the City, and is issued pursuant to and in full conformity with the Constitution, City Charter and laws of the State of North Dakota thereunto enabling, including Chapters 40-22 to 40-28 and Chapter 40-49 of the North Dakota Century Code, and amendatory and supplemental laws, and in anticipation of the collection of special assessments levied or to be levied and collected to pay for said improvement, which moneys are to be appropriated to the account and fund referred to above.

This warrant is subject to redemption and prepayment at the option of the City at any time, at a price equal to the principal amount hereof and accrued interest, for the sole purpose of refunding the entire issue by the issuance of refunding improvement bonds of the City pursuant to Chapter 40-27, North Dakota Century Code.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution, City Charter and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to and in the valid issuance of this warrant have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that this warrant is duly issued to pay costs incurred and to be incurred in the making of a necessary improvement of special benefit to the above-named Improvement District, in anticipation of the collection of special assessments to be duly levied upon properties within said district, and of taxes and other revenues to the extent determined by the governing body, which are irrevocably appropriated to the fund of the district in amounts sufficient to pay when due the principal of and interest on all warrants drawn thereon; that if the fund should at any time be insufficient to pay principal or interest due, the City is also required by law to levy a tax upon all of the taxable property within its corporate limits for the payment of such deficiency, without limitation of rate or amount; and that the issuance of this warrant did not cause the special or general indebtedness of the City to exceed any constitutional, charter or statutory limitation.

IN WITNESS WHEREOF the City of Fargo, North Dakota, by its governing body has caused this warrant to be executed in its behalf by the signature of the Mayor and countersigned by the City Auditor, and sealed with its official seal.

Mayor

Countersigned:

City Auditor

(S E A L)

REGISTRATION

The City of Fargo, North Dakota, has registered the ownership of the within warrant, and of the interest payable thereon, on the books of the City maintained by its City Auditor at Fargo, North Dakota, in the name of the following owner:

City of Fargo, in trust for the owners of its Refunding Improvement and Refunding Improvement Refunding Bonds, Series 2024.

Dated as of the ____ day of _____, 2024.

City Auditor

CERTIFICATE

STATE OF NORTH DAKOTA)

) SS.

COUNTY OF CASS)

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF THE SPECIAL FUND OF THE IMPROVEMENT DISTRICT, AND AUTHORIZING THE ISSUANCE \$16,000,000 IMPROVEMENT WARRANTS (SERIES 2024) THEREON adopted by the governing body of the City of Fargo at the meeting held on April 1, 2024, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this ____ day of _____, 2024.

City Auditor

(S E A L)

**NORTH DAKOTA
STATE REVOLVING FUND PROGRAM**

AMENDED AND RESTATED LOAN AGREEMENT

**NORTH DAKOTA PUBLIC FINANCE AUTHORITY
(Lender)**

and

**CITY OF FARGO, NORTH DAKOTA
(Municipality)**

(To be completed by Public Finance Authority)

Dated Date of Loan Agreement: [Dated Date], 2024

**SRF Program (circle one): Clean Water SRF
~~Drinking Water SRF~~**

**State Act (circle one): N.D.C.C. ch. 61-28.2 (Clean Water)
~~N.D.C.C. ch. 61-28.1 (Drinking Water)~~**

Summary Description of Project: Construction of regional stormwater pond

Approved Loan Amount: \$25,705,000

Construction period: July 1, 2019 to [_____]

**Form of municipal securities: Refunding Improvement and Refunding Improvement
Refunding Bonds, Series 2024**

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- EXHIBIT A: Description of Project
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Lobbying and Litigation

AMENDED AND RESTATED LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT (this “Loan Agreement”) is made and entered into as of [Dated Date], 2024, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority” or “Public Finance Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State and amends and restates in its entirety that certain Loan Agreement dated December 23, 2019, between the Authority and the Municipality (the “Original Loan Agreement”).

RECITATIONS

WHEREAS, the Municipality issued its \$10,500,000 Refunding Improvement Bonds, Series 2019D (the “Prior Municipal Security”) pursuant to an authorizing resolution adopted on December 2, 2019, for the purpose of financing the Project described in Exhibit A attached hereto; and

WHEREAS, the Authority, as the purchaser of the Prior Municipal Security, has approved an additional loan to the Municipality in the amount of \$16,000,000 for increased costs of the Project, which shall be added to the outstanding principal amount of the Prior Municipal Security (\$9,705,000), for a total loan amount of \$25,705,000; and

WHEREAS, the Municipality, pursuant to a resolution adopted on April 1, 2024 (the “Municipal Bond Resolution”) will issue its \$25,705,000 Refunding Improvement and Refunding Improvement Refunding Bonds, Series 2024 (the “Municipal Security”) to the Public Finance Authority to refund the Prior Municipal Security, and evidence the loan to the Municipality; and

WHEREAS, the Authority and the Municipality desire to amend and restate the Original Loan Agreement to evidence the total loan amount being secured by the Municipal Security.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable

the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

“EPA” means the United State Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

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

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Amended and Restated Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.06 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Loan Repayments” means the payments payable by the Municipality pursuant to the Authority, including payments payable under the Municipal Bond Resolution and the Municipal Securities.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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ARTICLE II

LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan in the principal amount of the Municipal Securities, plus accrued interest, if any; provided that the Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Authority on the Loan Closing in forms acceptable to the Authority and its Counsel or if an Event of Default under this Loan Agreement has occurred and is continuing. The Municipality shall use the proceeds of the Loan to pay the Costs of the Project in accordance with the Municipal Bond Resolution and this Loan Agreement.

Section 2.02. Disbursement of Loan Proceeds. The Authority will disburse the Loan upon (a) execution and delivery by the Municipality of the documents described in Section 2.06, (b) issuance and delivery by the Municipality of the Municipal Securities to the Authority, and (c) submission to and approval by the Department and the Authority of Requisitions for Payment in the form approved by the Department.

Section 2.03. Draws of Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

Section 2.04. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.05. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

Section 2.06. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the Municipal Bond Resolution adopted April 1, 2024, by the governing body of the Municipality, authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.
- (e) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.
- (f) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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ARTICLE III

COVENANTS AND REPRESENTATIONS

Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Improvements and the properties associated with and operated in conjunction with the Improvements and any business in connection therewith in an efficient manner, (ii) maintain the Improvements in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Improvements so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Improvements or

other receipts of such Improvements which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement. The Authority affirms that expenditure for the Project as described in the loan application is consistent with the foregoing laws and documents.

(f) Records; Accounts.

(i) The Municipality will, to the extent required by generally accepted government accounting principles, keep accurate records and accounts for the utility (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and will be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's audited financial statements, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-128.

(ii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections; Information. The Municipality will permit the Authority, the Department, and the Trustee, and any designated party to examine, visit and inspect, at any and all reasonable times, the property constituting the Project generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General

Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs covering against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Public Finance Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Public Finance Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Public Finance Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.

(ii) The Municipality shall provide notice to the Public Finance Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:

- (A) Principal and interest payment delinquencies;
- (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (D) Substitution of credit or liquidity providers, if any, or their failure to perform;

(E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);

(F) Tender offers;

(G) Defeasances;

(H) Rating changes;

(I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or

(J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:

(A) Non-payment related defaults;

(B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;

(C) Modifications to rights of holders of the Municipal Securities;

(D) Bond Calls;

(E) Release, substitution or sale of property securing repayment of the Municipal Securities;

(F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(G) Appointment of a successor or additional trustee or the change of name of a trustee; or

(H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.

(iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Public Finance Authority.

(vi) The Municipality agrees that from time to time it will also provide notice to the Public Finance Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(vii) The Municipality will provide, in a timely manner, to the Public Finance Authority, notice of a failure to satisfy the requirements of this Section.

(viii) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.

(x) The Municipality will promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality, or in the ability to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Municipal Securities.

(k) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Improvements free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(l) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(m) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.

(n) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms as may be agreed upon by the Municipality and the Authority.

(o) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation which is attached as Exhibit C to this Loan Agreement and shall be executed by the Municipality.

(q) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction

materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (a) the Municipality has requested and obtained a waiver from the Department or the cognizant agency pertaining to the Project or the Project are otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

(r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(s) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

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ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fees payable pursuant to the Municipal Bond Resolution, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fees.

Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code, shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code; and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities and after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Project.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any covenant, warranty, or representation made by or on behalf of the Municipality contained in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality

becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required to be taken under the Municipal Bond Resolution or this Loan Agreement or to exercise whatever other remedy at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to the Authority or the Trustee, is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority
1200 Memorial Highway
P.O. Box 5509
Bismarck, North Dakota 58506-5509
Attention: Executive Director

(b) Department:

North Dakota Department of Environmental Quality
Division of Municipal Facilities
918 East Divide Avenue, 3rd Floor
P.O. Box 5520
Bismarck, ND 58501-1947

(c) Municipality:

City of Fargo
225 North 4th Street
Fargo, ND 58102
Attention: Finance Director

AND

City of Fargo
Attention: City Engineer
225 North 4th Street
Fargo, ND 58102

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

SECTION 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

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NORTH DAKOTA PUBLIC FINANCE
AUTHORITY

By: _____
DeAnn Ament, Executive Director

CITY OF FARGO, NORTH DAKOTA

By: _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

DESCRIPTION OF PROJECT

Construction of regional stormwater pond, including storm sewer lift station, storm sewer piping and excavation.

EXHIBIT B

MUNICIPAL SECURITIES PAYMENT SCHEDULE

[To Come]

EXHIBIT C

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: _____, 2024.

CITY OF FARGO, NORTH DAKOTA

By _____
Mayor

By _____
City Auditor



MEMORANDUM

(27)

TO: City Commission

FROM: Nicole Crutchfield, Planning Director *nm PER NC*

DATE: April 11, 2024

RE: Recommendation for Student Art for Bus Wrap

The Arts and Culture Commission and staff have been working with a representative from the Fargo Youth Initiative on a project for student art for a bus wrap. In early January, a Call for Student Art for Bus Wrap was opened for middle and high school students living in Fargo or enrolled in a Fargo school/homeschooled in Fargo 2023-2024 school year. Students were invited to design a bus wrap promoting the theme of environmental stewardship and climate resiliency.

Twenty eligible submissions were received, spanning from seven different schools. A subcommittee convened to review the submissions, consisting of two Arts and Culture Commission members, two Sustainability and Resiliency Committee members, and three Fargo Youth Initiative members. The Arts and Culture Commission reviewed the top three recommendations by the subcommittee and recommended approval of those to the City Commission at the March 27, 2024 Arts and Culture Commission meeting. Included in the packet are the top three selections indicated numerically and all others (in no particular order). The subcommittee is recommending the top three selections, based on the following criteria, which was included in the Call:

- Does the art tell a story or a message?
- Does the art promote the theme of climate resiliency and environmental stewardship?
- Does the art tie in the Fargo community?
- Is the art eye-catching? Is the overall composition balance and unified?
- Is the art easy to understand while driving?
- If included, is the slogan short and memorable, and is the text legible?

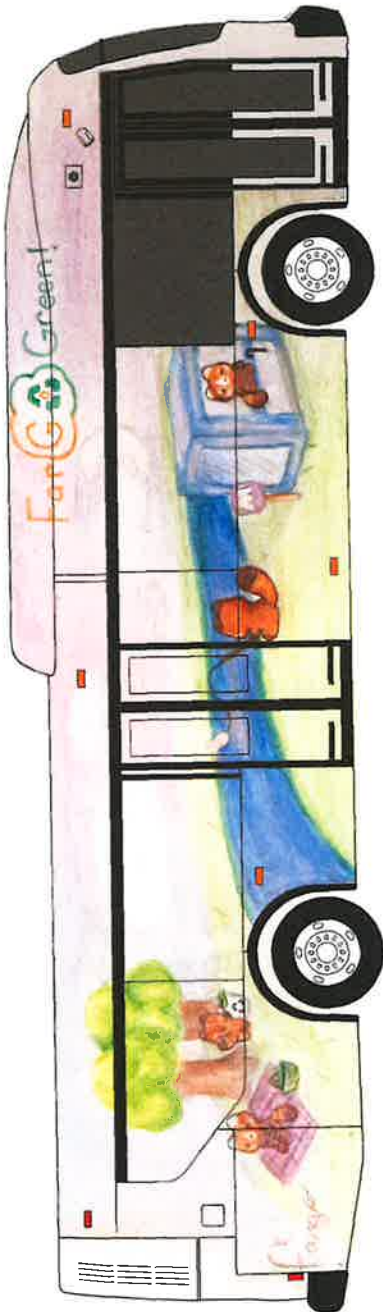
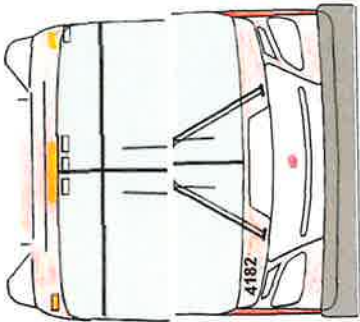
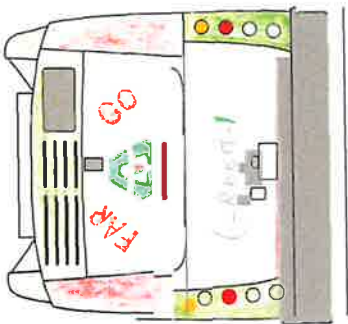
The top submission will have their art on a bus and receive \$500, and the second and third submission will receive \$300 and \$200, respectively. This project connects the work of several City boards, including the Arts and Culture Commission, Sustainability and Resiliency Committee, and the Fargo Youth Initiative, as well as the Planning, Transit and Solid Waste Departments. If approved, production and installation will begin right away with an intended install by early summer.

Recommendation:

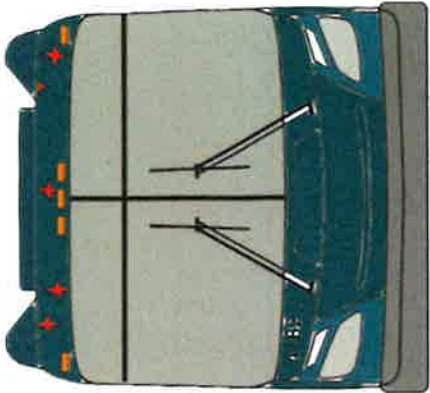
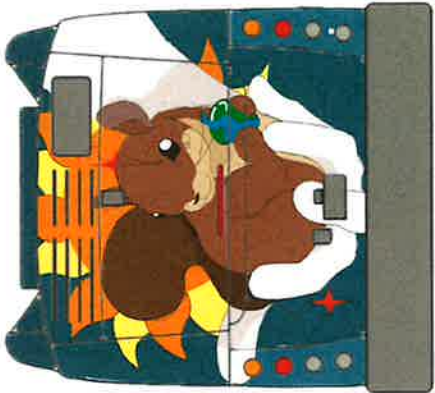
Approve the top three selections of art.



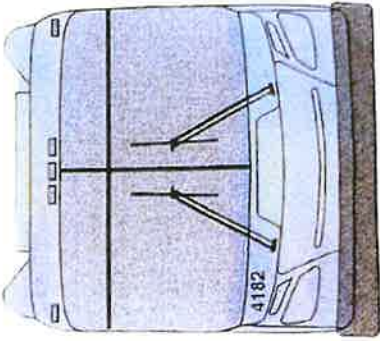
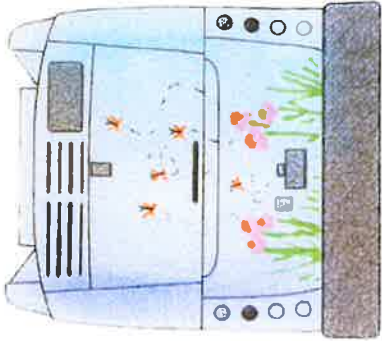
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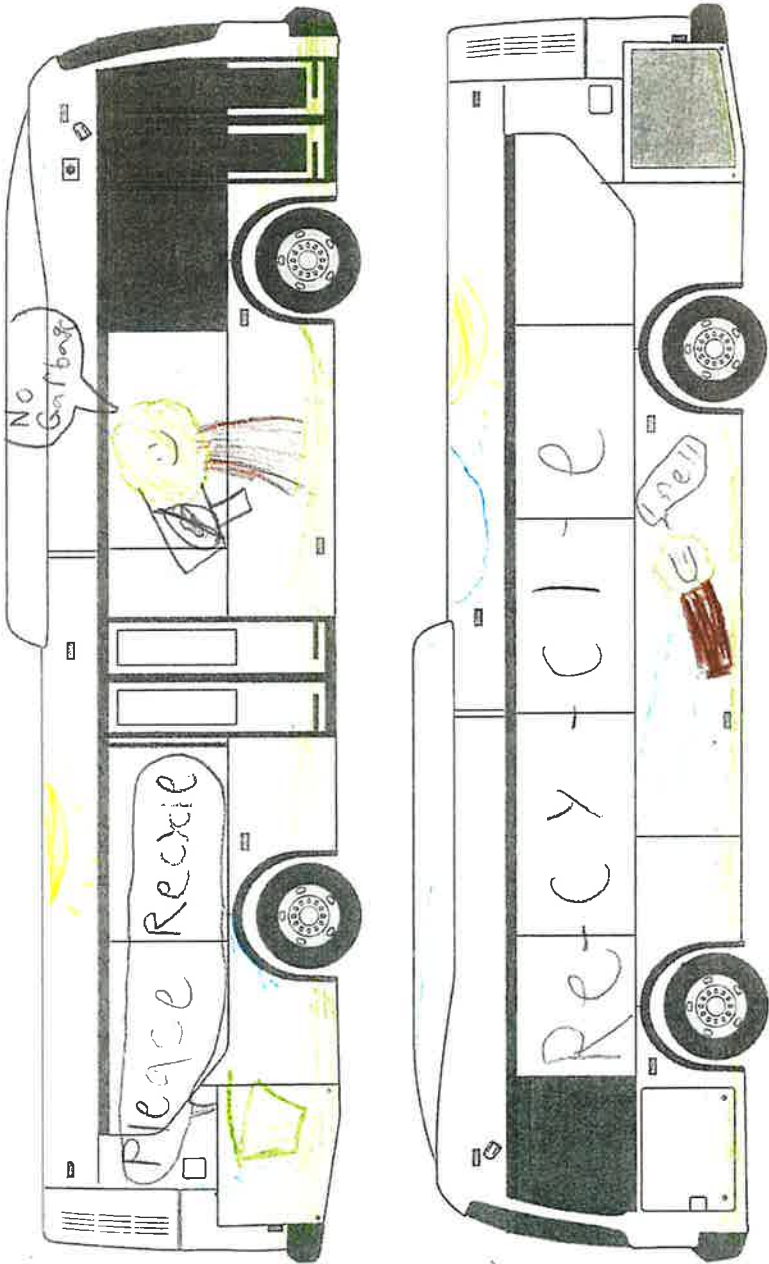
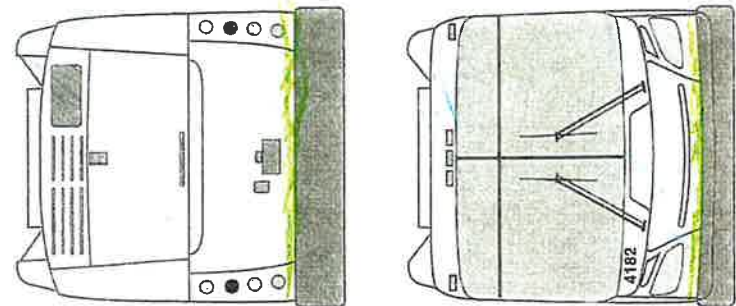
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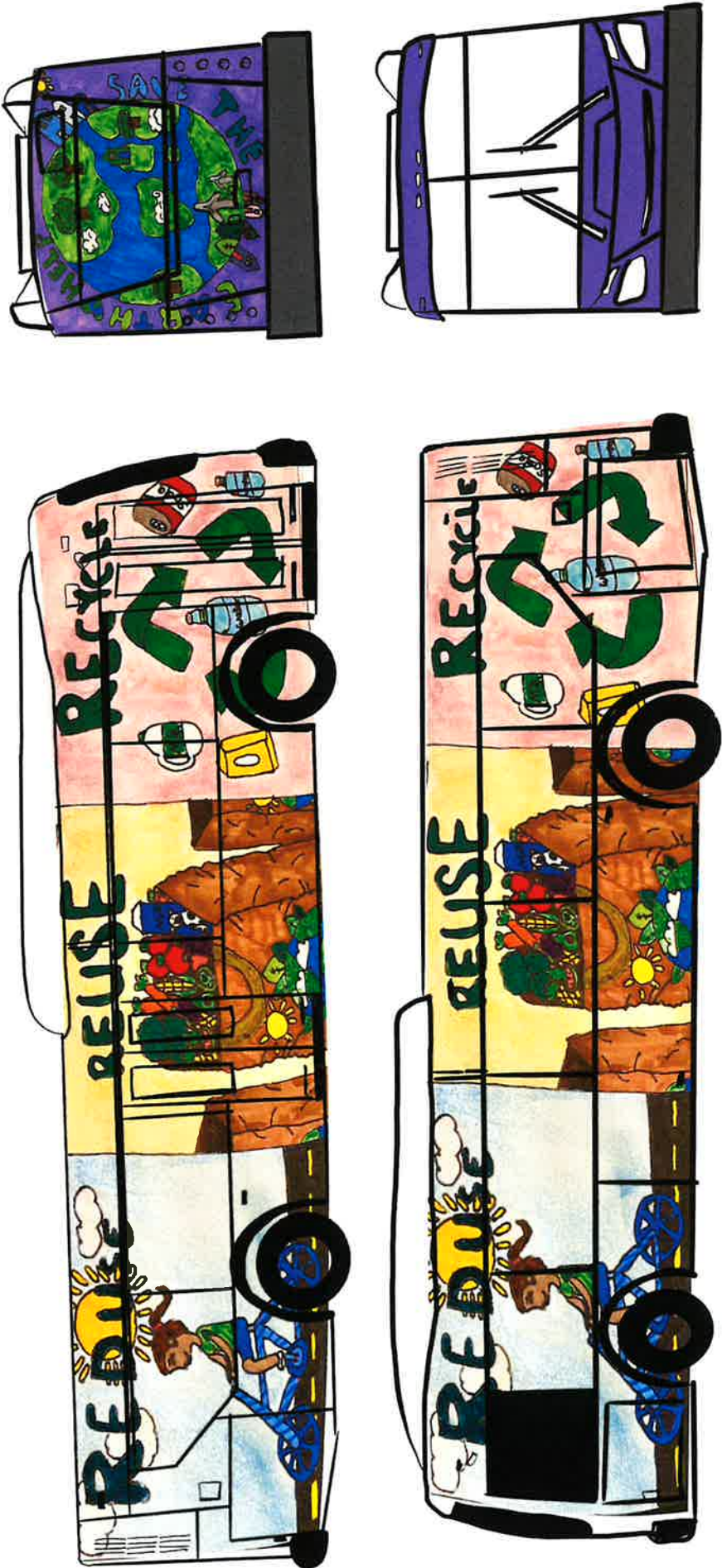


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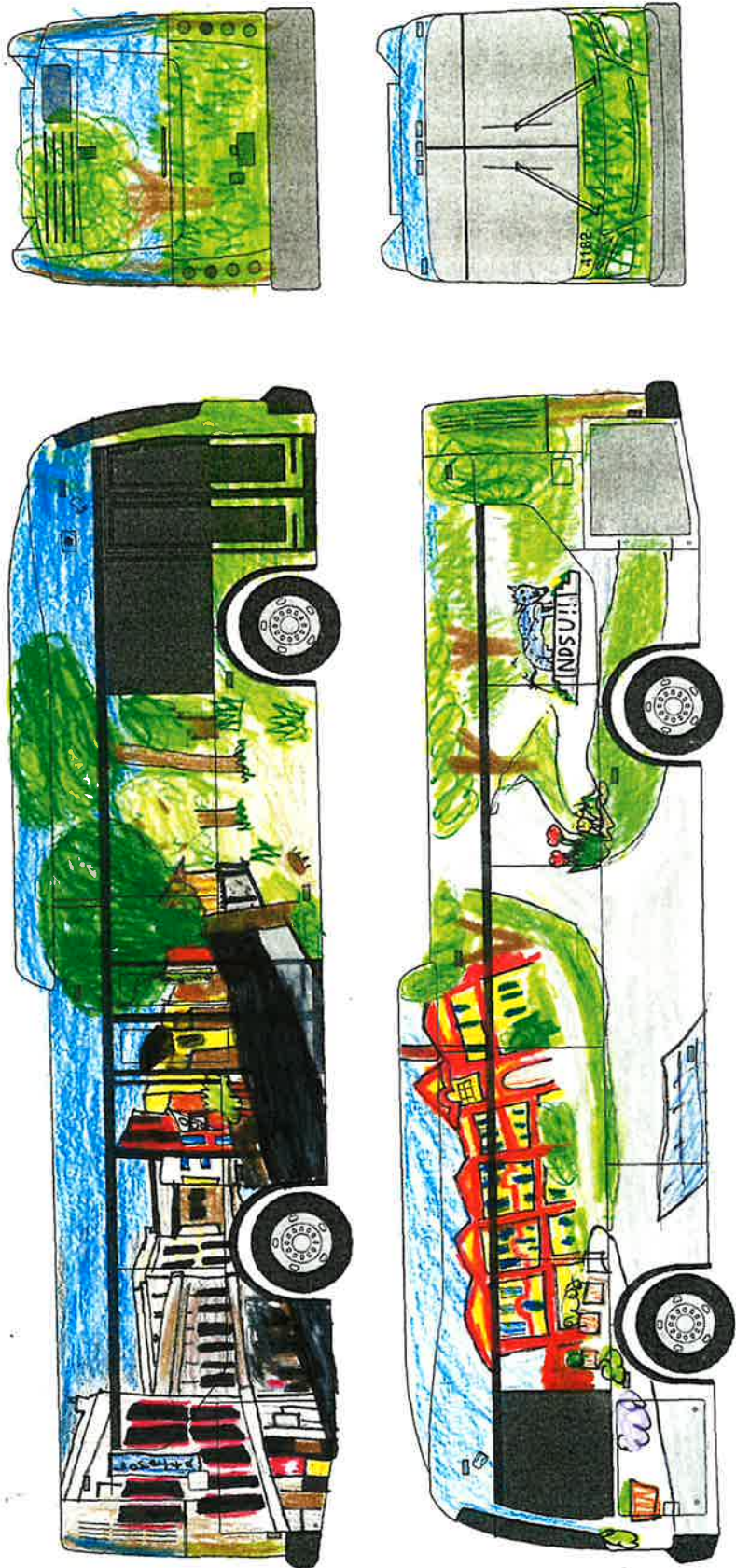


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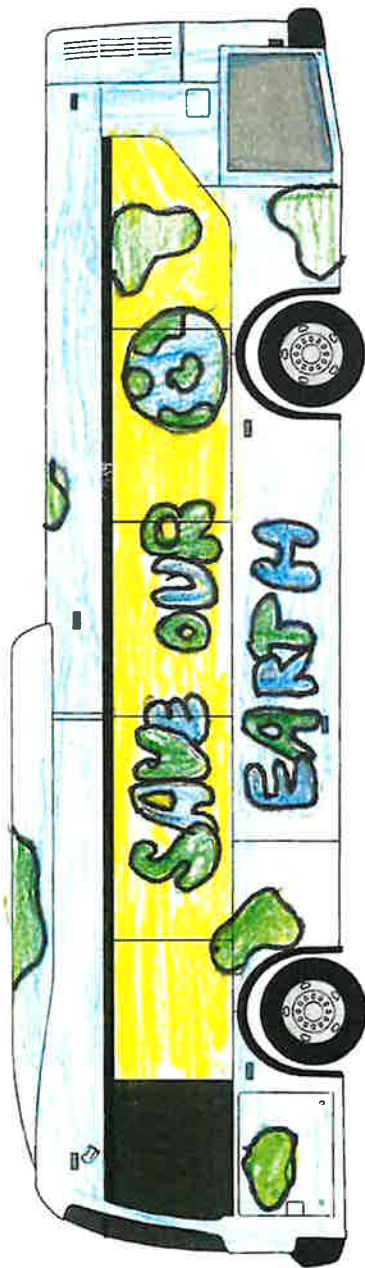
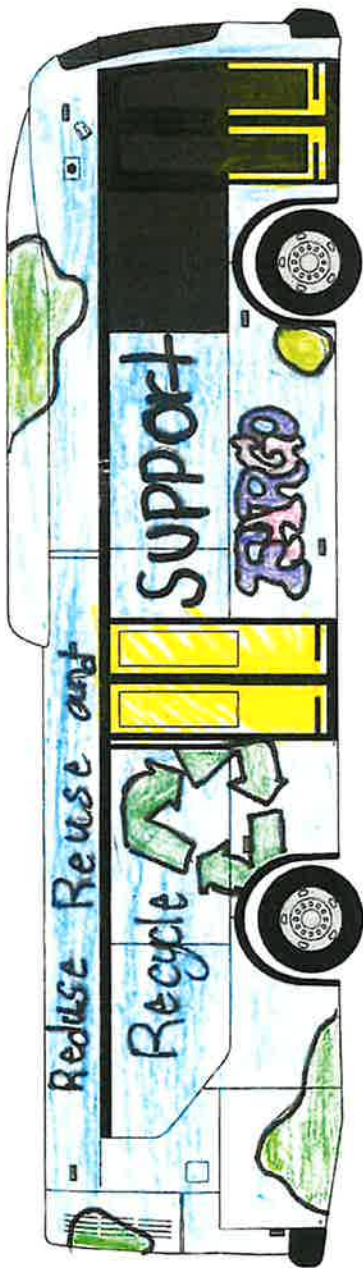
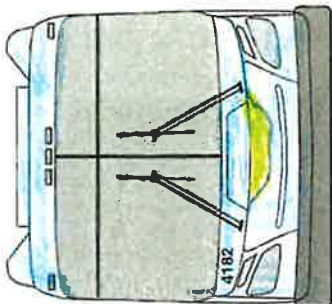
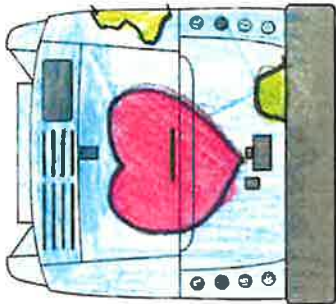
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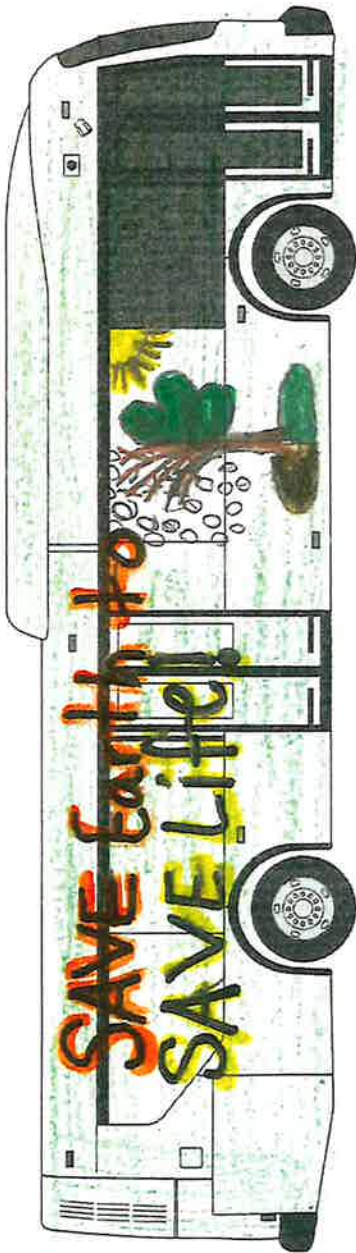
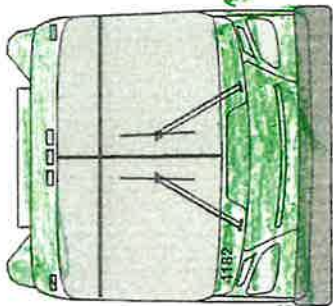
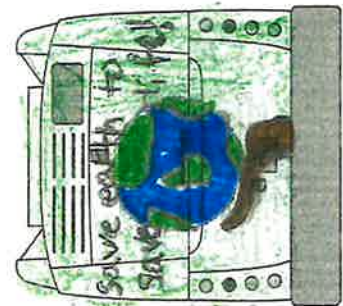
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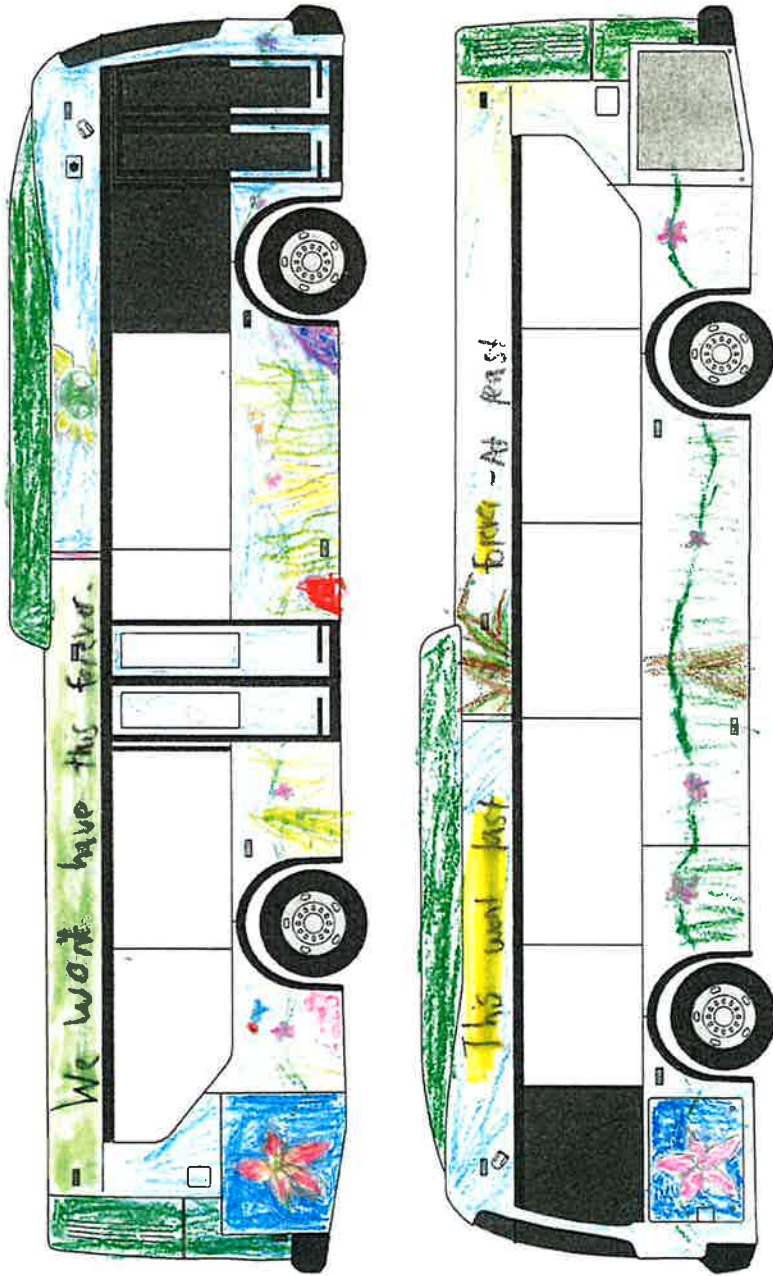
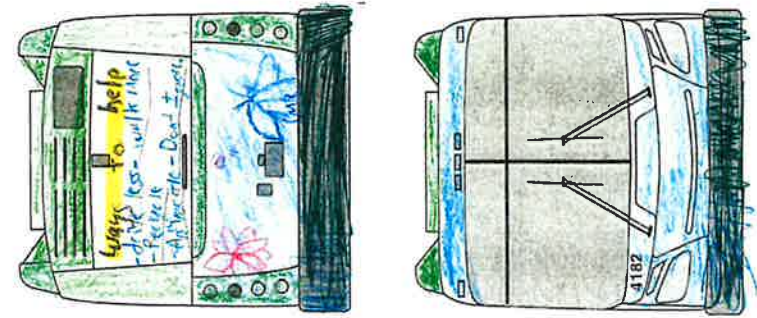
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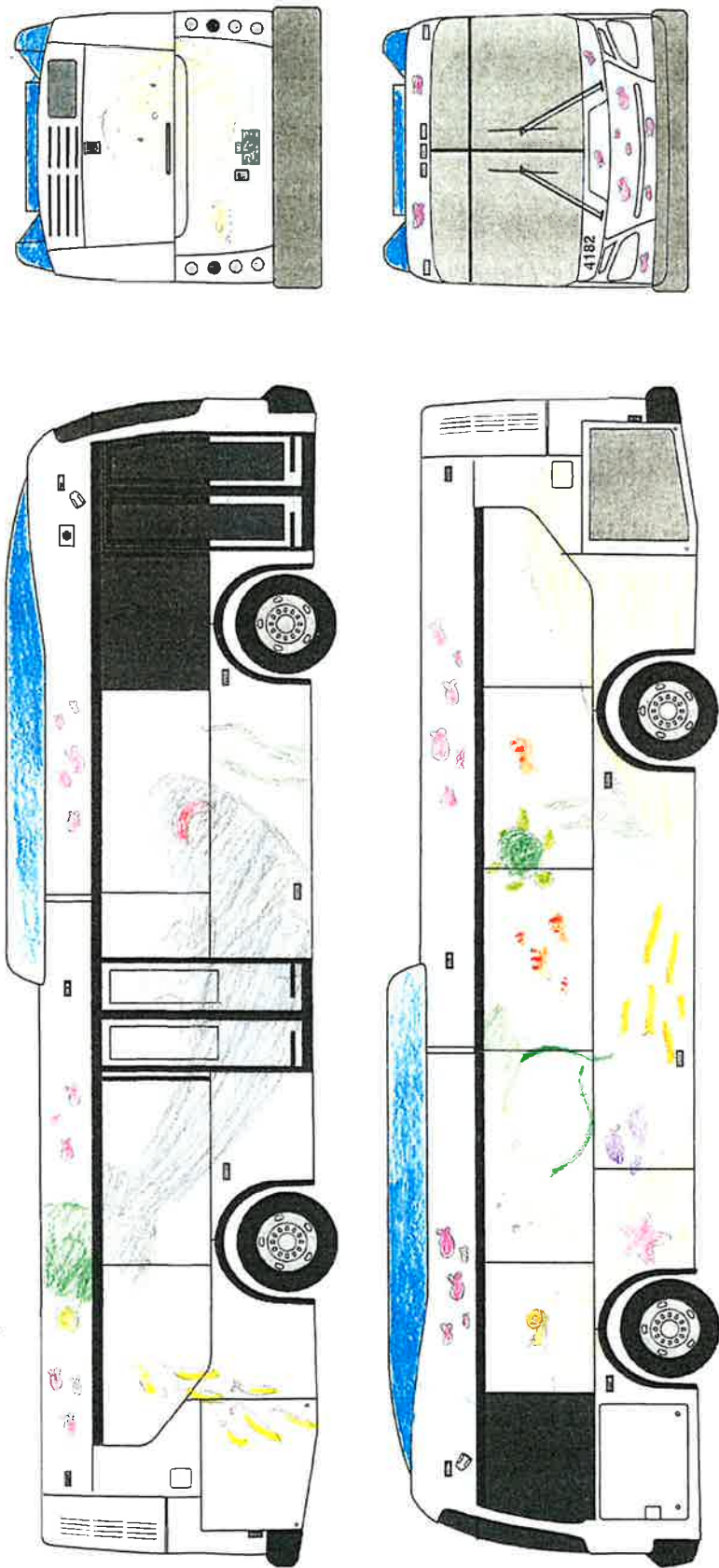


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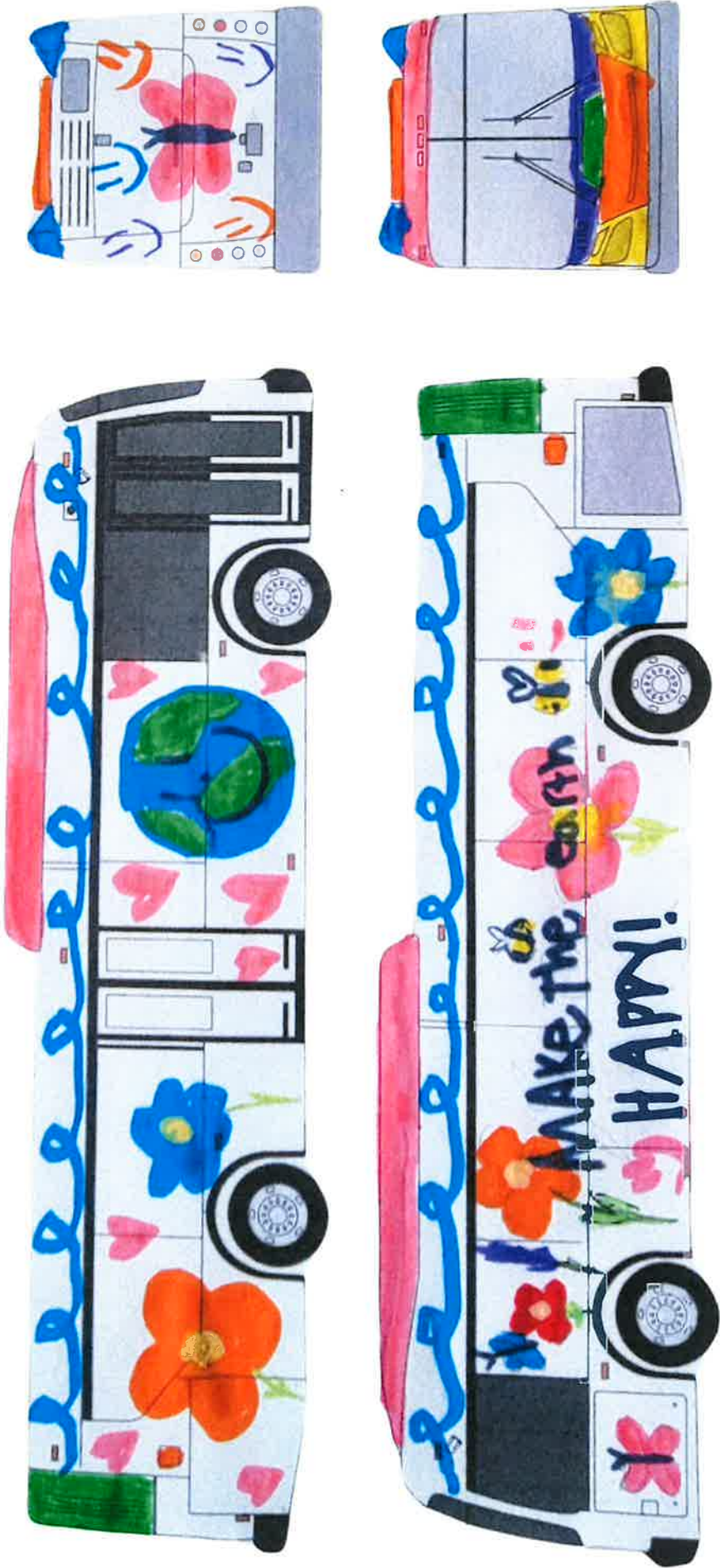
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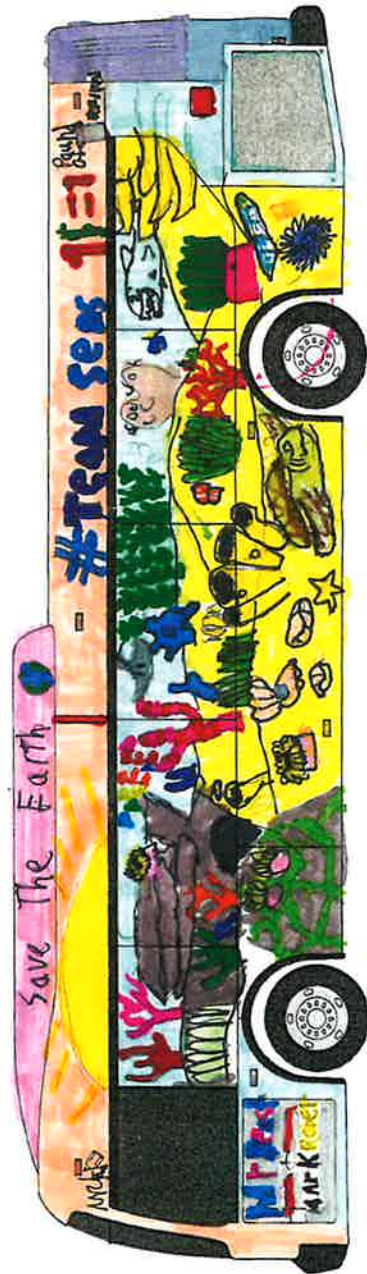
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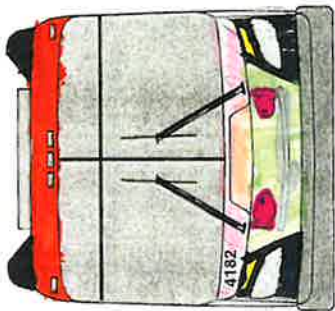
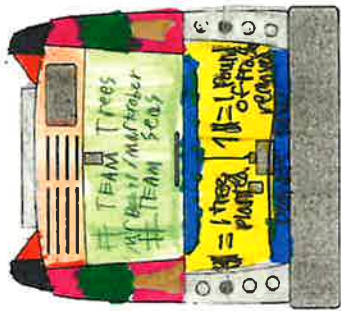
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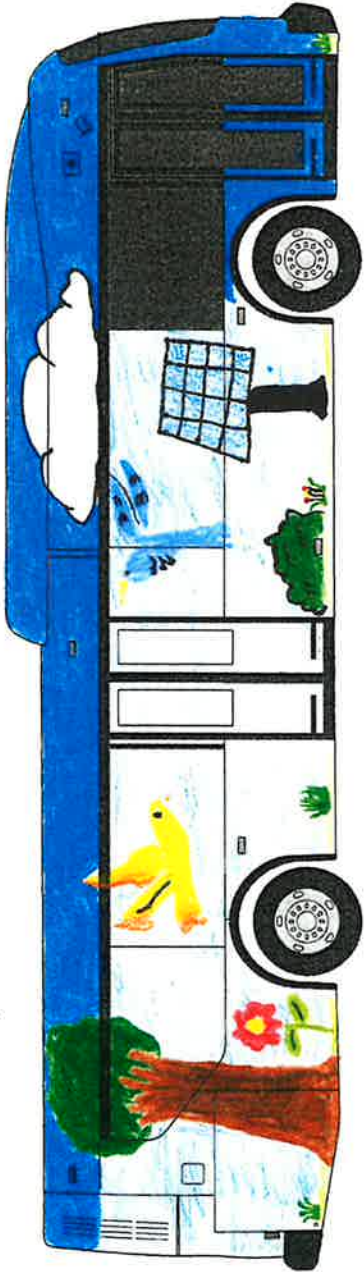
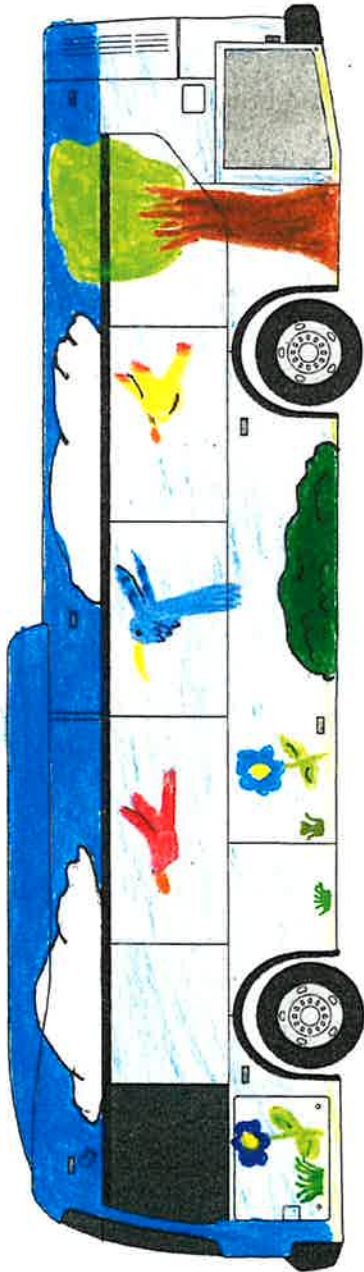
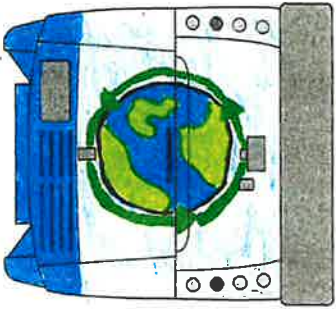
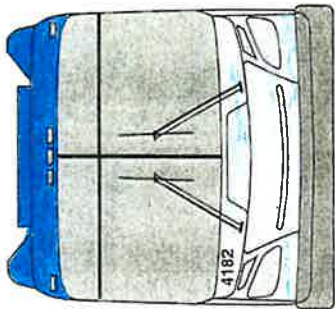


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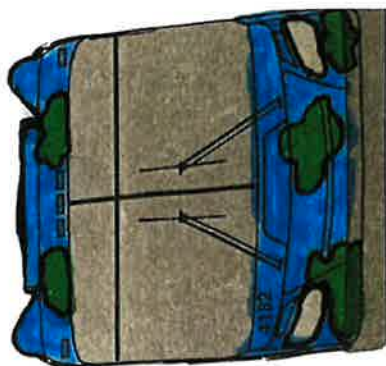
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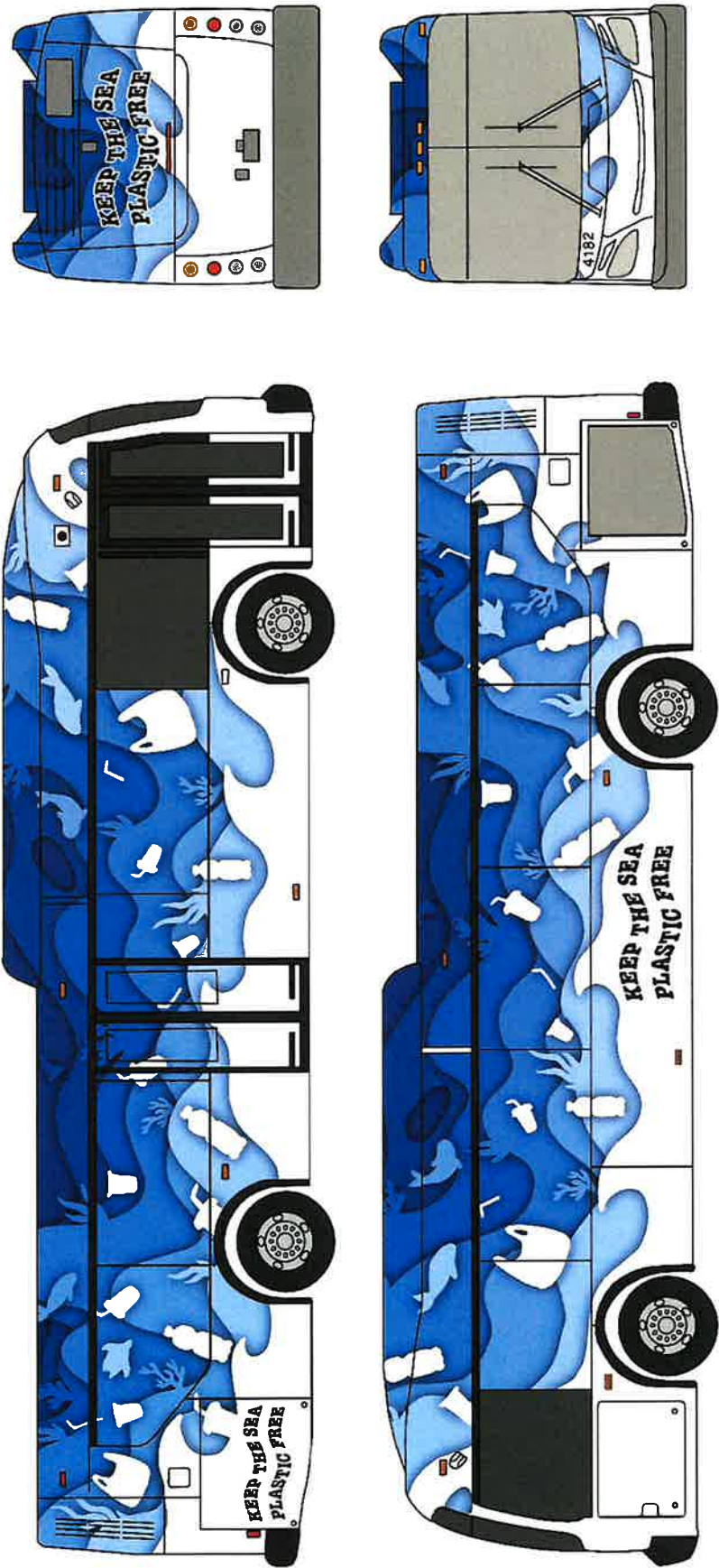


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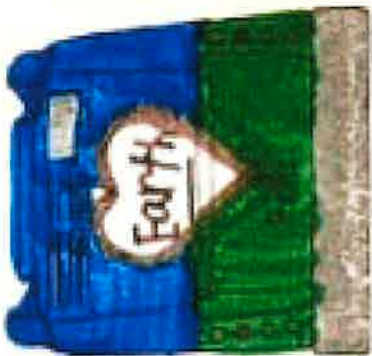
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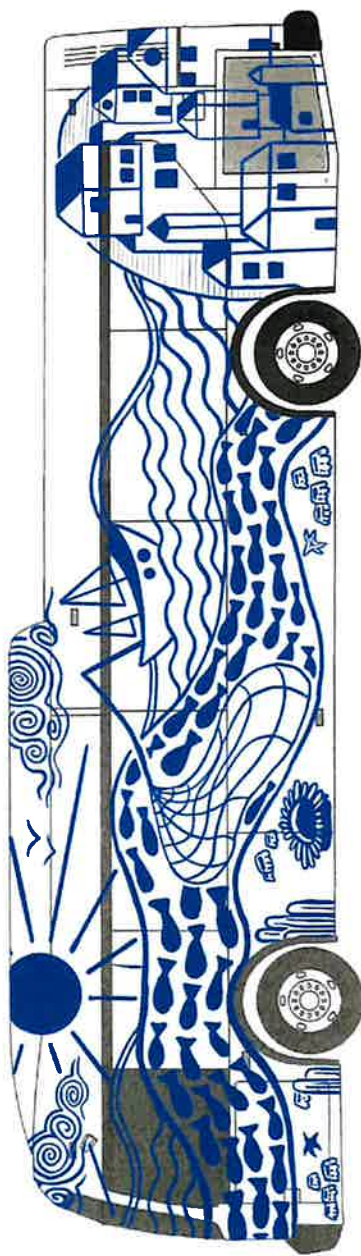
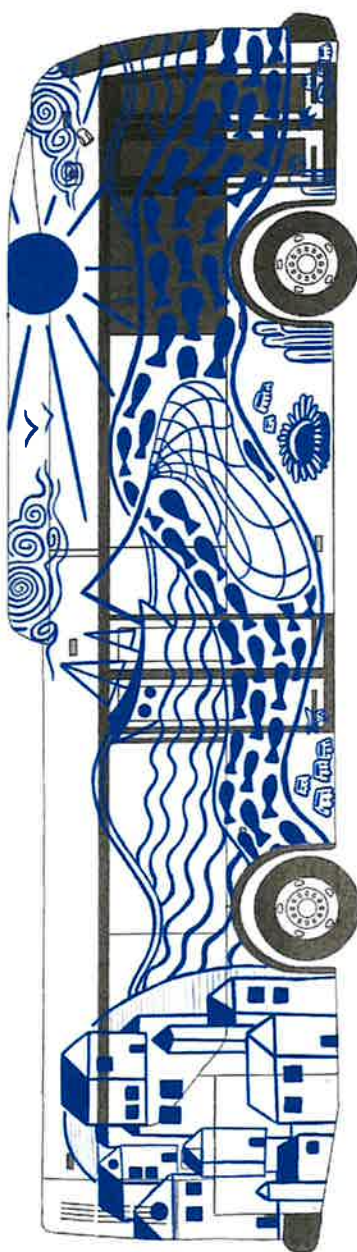
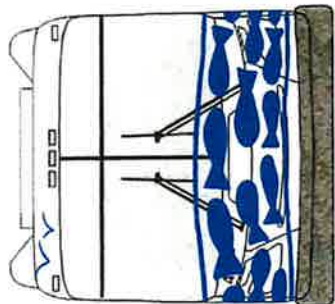
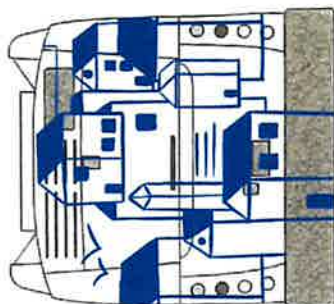
Page 15

Handwritten text: "Save the planet" and "Recycling" with arrows pointing to the bus illustrations.

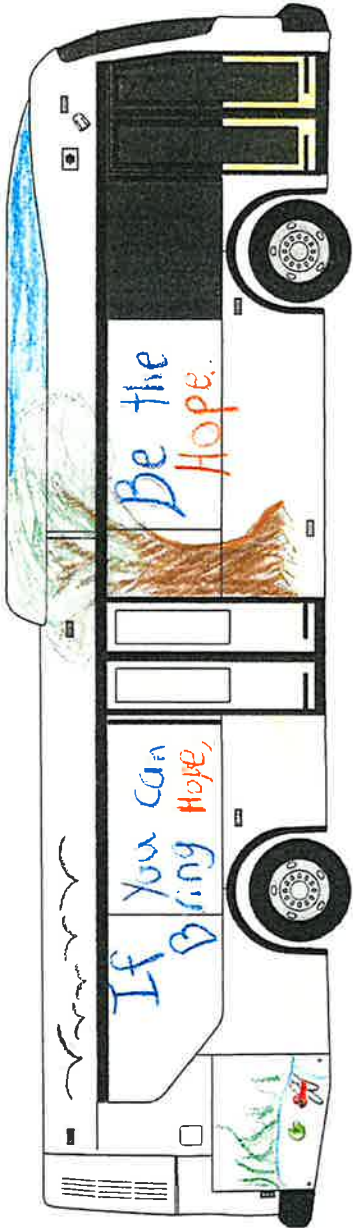
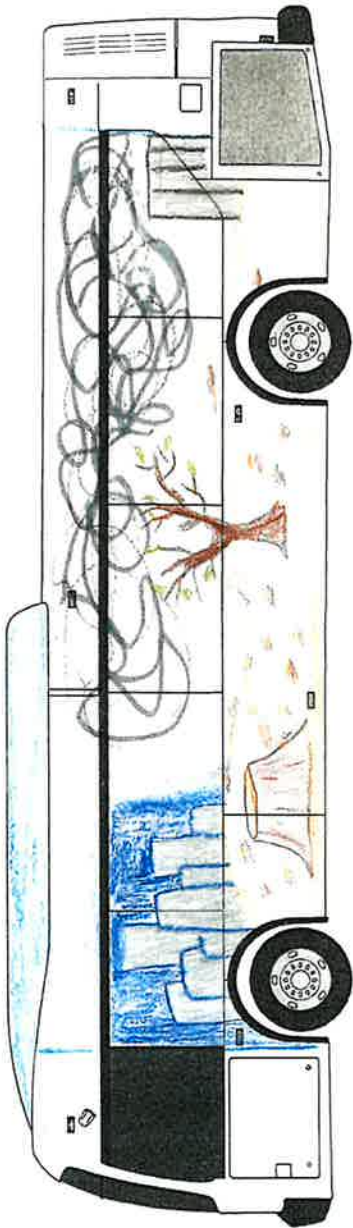
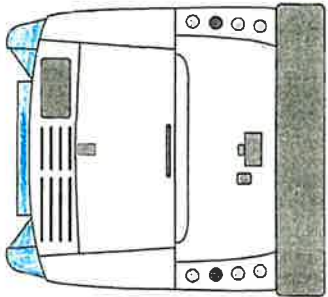
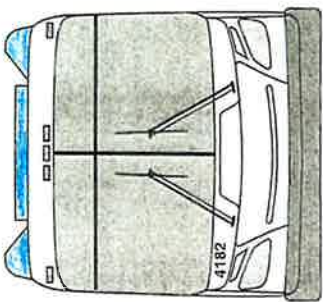


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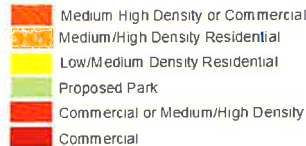
City of Fargo Staff Report			
Title:	The Pines at the District Sixth Addition	Date:	02/28/2024 04/11/2024
Location:	5461 38 th Street South	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lot 1, Block 1 The Pines at the District Fourth Addition		
Owner(s)/Applicant:	Gitty-Up, LLC / Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (replat of Lot 1, Block 1, The Pines at the District Fourth Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: April 15, 2024		

Existing	Proposed
Land Use: Undeveloped	Land Use: Commercial
Zoning: LC, Limited Commercial with Conditional Overlay ordinance No. 5422	Zoning: No Change
Uses Allowed: colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs , commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunications facilities. Conditional Overlay No. 5422 lists provisions and requirements.	Uses Allowed: No Change Conditional Overlay No. 5422 carries through to this subdivision.
Maximum Lot Coverage Allowed: 55%	Maximum Lot Coverage Allowed: No Change

Proposal:
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> Minor Subdivision (replat of Lot 1, Block 1, The Pines at the District Fourth Addition, to the City of Fargo, Cass County, North Dakota) <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> North: LC, Limited Commercial with a conditional overlay with undeveloped properties; East: LC, Limited Commercial with a conditional overlay with undeveloped properties; South: MR-3, Multi-Dwelling Residential with Multi-Dwelling Structure uses; West: LC, Limited Commercial with a conditional overlay with Retail Sales and Service and an undeveloped property. <p style="text-align: right;">(Continued on next page.)</p>

Area Plans:

The subject property is designated as "commercial" on the 2007 Tier 1 Southwest Land Use Plan. The current LC, Limited Commercial zoning is consistent with the land use designation.

**Context:**

Neighborhood: The Subject property is located within The District Neighborhood.

Schools: The subject property is located within the Fargo School District, specifically within Kennedy Elementary, Carl Ben Eielson Middle, and South High schools.

Parks: The subject property is located within 0.08 miles of the Pines Park (5371 42nd Street South). Amenities include basketball court, grill, picnic table, playground for ages 2-5, playground for ages 5-12, recreational trails and provides a shelter.

Pedestrian / Bicycle: There is a shared use path that runs along the south side of 53rd Avenue South that meets up with a shared use path that runs along the west side of 38th Street South.

MATBUS Route: MATBUS Route 18 has a stop on the north side of the 52nd Avenue WalMart, approximately 0.25 mile northeast of the east side of subject property.

Staff Analysis:

The applicant is seeking approval for a minor subdivision located at 5461 38th Street South. The request is to split an existing lot into a 2 lot minor subdivision entitled, **The Pines at the District Sixth Addition**. Negative access easements that have been carried over from previous subdivisions limit access at locations along the easterly 150 feet of the 53rd Street property frontage, and all of the 38th Street South property frontage except for one break directly across from 55th Avenue South. Access from 53rd Avenue must line up with the private drive to the north across 53rd Avenue South. Subject property is zoned LC, Limited Commercial with Conditional Overlay No. 5422. No zone change is proposed.

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

This subdivision is intended to replat the existing lot into 2 new lots. The current zoning is LC, Limited Commercial with Conditional Overlay No. 5422. No zone change is proposed. The subject property is

located within the 2007 Tier 1

Southwest Land Use Plan which designates the land use as "Commercial". In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received one inquiry about the application with no noted concern. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

(Criteria Satisfied)

1. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, **The Pines at the District Sixth Addition** as outlined within the staff report, as the proposal complies with the adopted 2007 Tier 1 Southwest Land Use Plan, the standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: March 05, 2024

At the March 05, 2024 Planning Commission hearing, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, the Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission the proposed subdivision plat, **The Pines at the District Sixth Addition** as outlined within the staff report, as the proposal complies with the 2007 Tier 1 Southwest Land Use Plan, standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code.

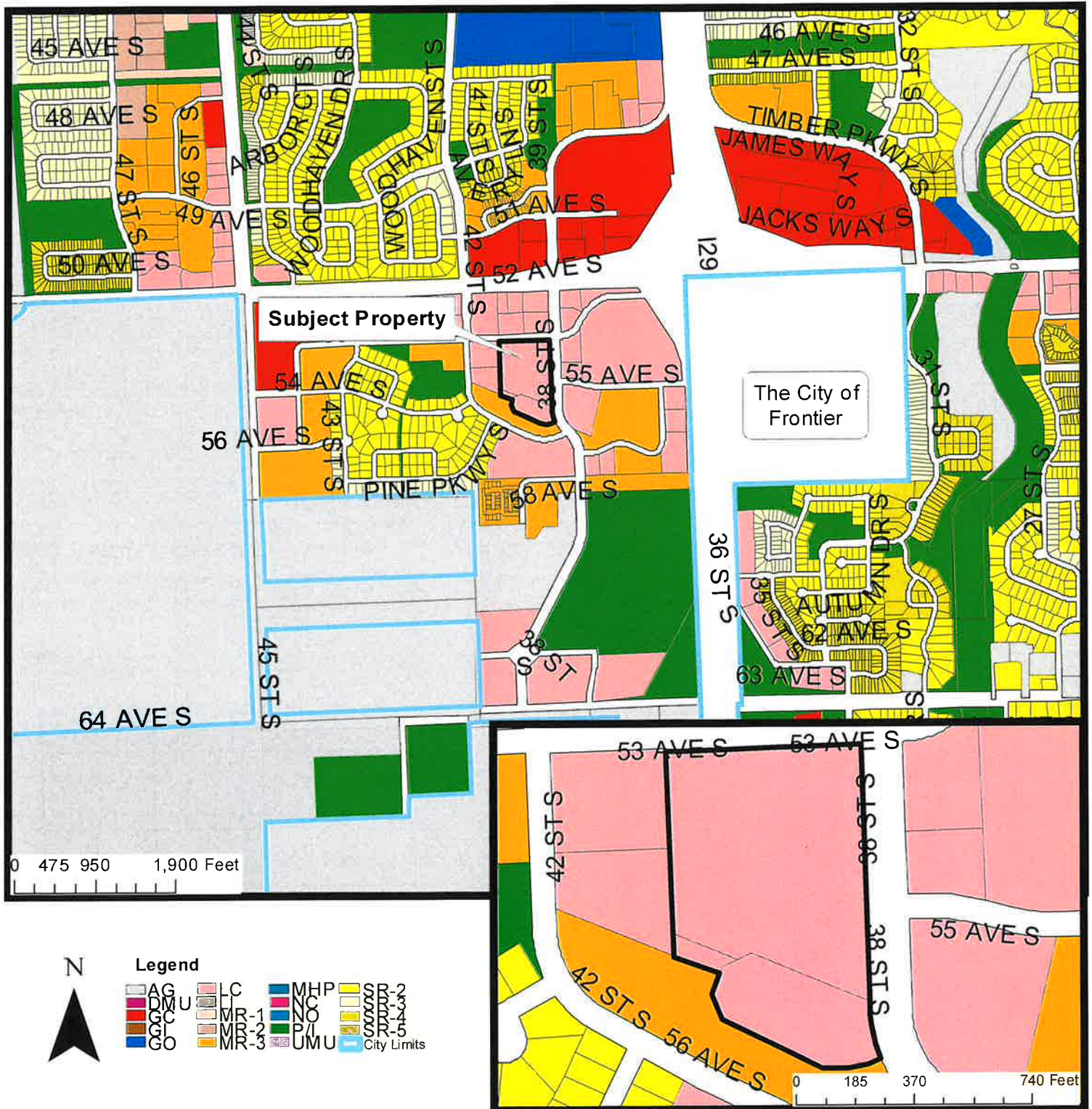
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

The Pines at the District Sixth Addition

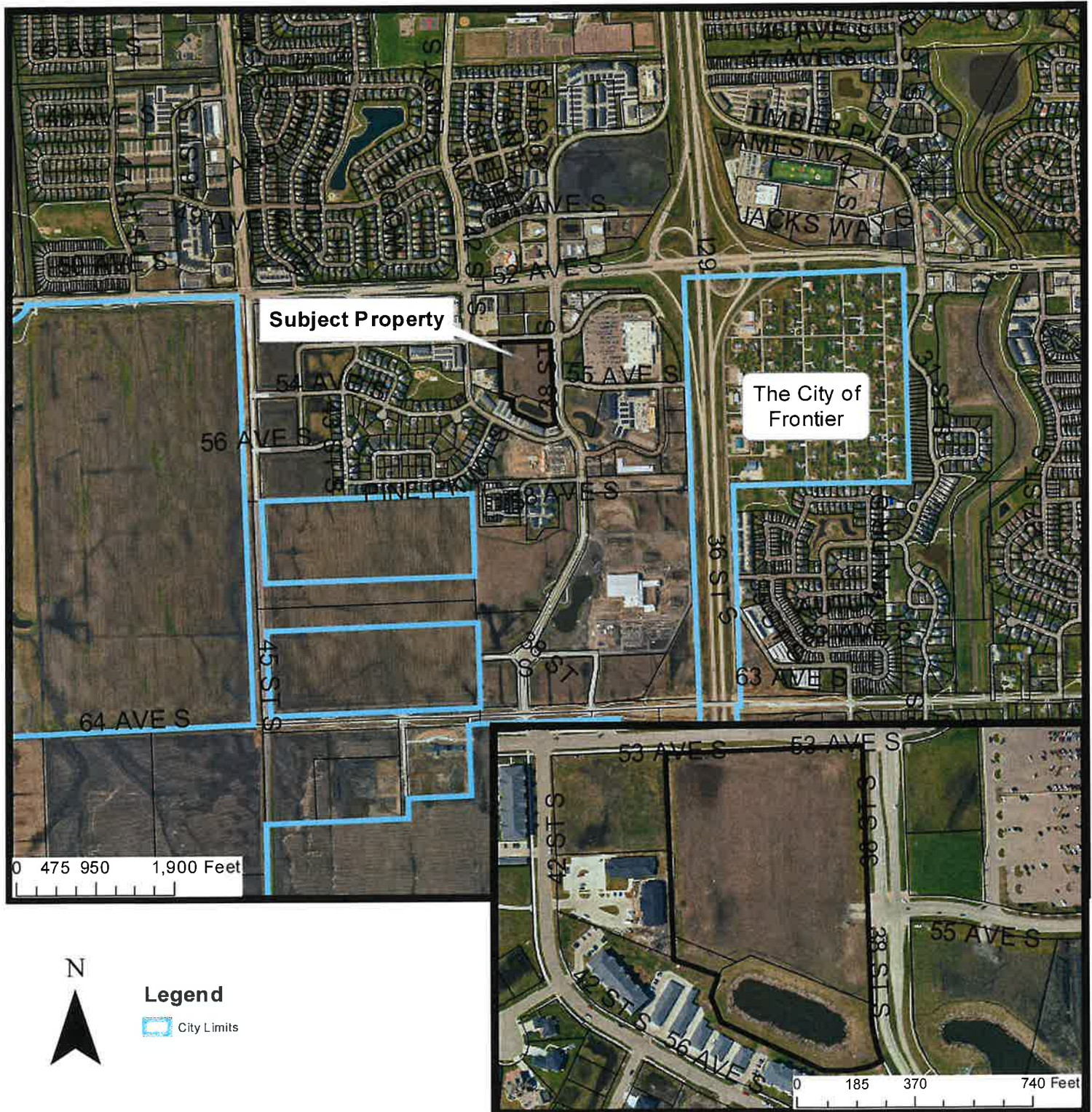
5461 38th Street South



Minor Subdivision

The Pines at the District Sixth Addition

5461 38th Street South



(29)

City of Fargo Staff Report			
Title:	Crossroads Corporate Center Second Addition	Date: Update	12/27/2023 4/11/2024
Location:	4130, 4150, and 4180 Crossroads Drive South; 2263 41st Street South	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	Lots 1 through 4, Block 3, Crossroads Corporate Center Addition		
Owner(s)/Applicant:	Scheels All Sports, Inc. / Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Plat of Crossroads Corporate Center Second Addition a replat of Lots 1 through 4, Block 3, Crossroads Corporate Center Addition)		
Status:	City Commission Consent Agenda April 15 th , 2024		

Existing	Proposed
Land Use: Undeveloped	Land Use: Commercial
Zoning: GC, General Commercial	Zoning: No change proposed
Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, major entertainment events, basic utilities, certain telecommunications facilities	Uses Allowed: No change
Maximum Density Allowed: GC allows a maximum building coverage of 85%	Maximum Density Allowed: No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Crossroads Corporate Center Second Addition**, which is a replat of Lots 1 through 4, Block 3, Crossroads Corporate Center Addition.

The property was zoned from AG, Agricultural to GC, General Commercial in 2017. No zone change is proposed.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

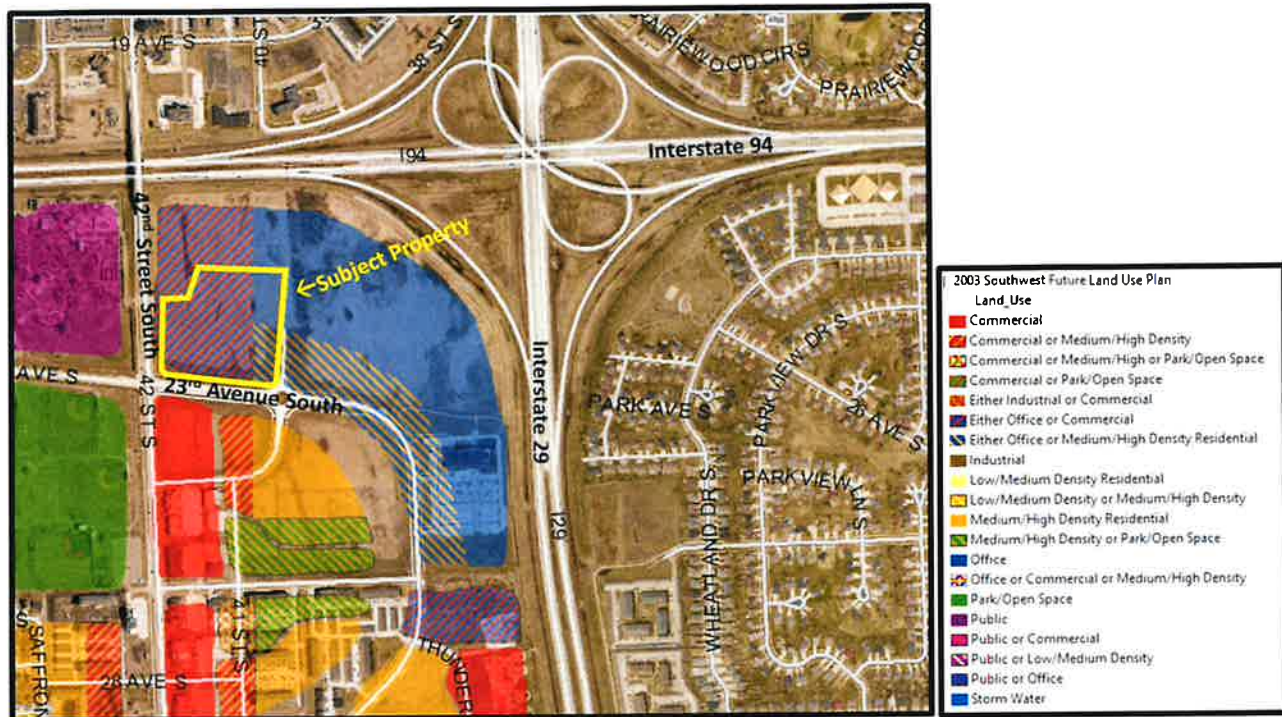
Surrounding Land Uses and Zoning Districts:

- North: GC, undeveloped
- East: GC, Undeveloped
- South: AG, Agricultural; undeveloped
- West: P/I, Public / Institutional; Red River Zoo

(continued on next page)

Area Plans:

The subject property is located within the 2003 Southwest Future Land Use Plan. This plan designates the subject properties as "Either Office or Commercial," and "Either Office or Medium/ High Density Residential." The existing GC, General Commercial zoning is consistent with these designations. No zone change is proposed. No growth plan amendment is required.

**Context:**

Schools: The subject property is located within the West Fargo School District, specifically within the Freedom Elementary, Liberty Middle and Sheyenne High schools.

Neighborhood: The subject property is located within the Anderson Park neighborhood.

Parks: The Red River Zoo, 4255 23rd Avenue South, is located west across 42nd Street South. Anderson Softball Complex, 4200 23rd Avenue South, is located southwest of the subject property and offers amenities of baseball/softball fields, concessions, picnic table, playground, ages 2-5, and restrooms.

Pedestrian / Bicycle: An 10-foot wide off-road multi-use trail, which is a component of the metro area bikeways system, is within the 42nd Street South right of way located west across 42nd Street from the subject property.

MATBUS Route: MATBUS Route 14 runs along 42nd Avenue South, along the west side of the subject property.

Staff Analysis:PLAT

The plat does not change the configuration of the existing four lots, which were created with the Crossroads Corporate Center Addition in 2021. The applicant has requested a break in the negative access easement (NAE) along 23rd Street South. That easement was applied with the original Crossroads plat. The only way to revise a negative access easement that has been created on a plat is to replat. This plat also changes the internal access easement that serves all four lots. That access easement will now extend from Crossroads Corporate Center Drive to 23rd Avenue South. All the lots touch public right of way on two sides. Additionally, the plat adds an NAE along the property frontage of Crossroads Drive South, to help control access in proximity to the intersection of that street and 42nd Street South, an arterial. Note that the plat only vacates easements and not public right of way.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved.

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning is GC, General Commercial. No zone change is proposed. This zoning is consistent with the the 2003 Southwest Future Land Use Plan, which designates the subject properties as "Either Office or Commercial;" and "Either Office or Medium/ High Density Residential." The current GC zoning is consistent with these land use designations. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Crossroads Corporate Center Second Addition**, as presented, as the proposal complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

Planning Commission Recommendation: January 2nd, 2024

At the January 2nd, 2024 Planning Commission hearing, that Commission, by a vote of 8-0 with one Commissioner absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the **Crossroads Corporate Center Second Addition**, as presented, as the proposal complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.

Attachments:

1. Zoning map
2. Location map
3. Preliminary plat



HOUSTON
ENGINEERING, INC.

Sheet 1 of 2
Project No. 7489-0120

THE PINES AT THE DISTRICT SIXTH ADDITION

A MINOR SUBDIVISION BEING A REPLAT OF LOT 1, BLOCK 1, THE PINES AT THE DISTRICT FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE
NOW ALL PERSONS BY THESE PRESENTS That Gity-Up, LLC, a North Dakota limited liability company, is the owner and operator of the following described tract of land:
Lot 1, Block 1, The Pines at the District Fourth Addition, to the City of Fargo, Cass County, North Dakota
Said tract contains 12.647 acres, more or less
And that said party has caused this same to be surveyed and plotted as THE PINES AT THE DISTRICT SIXTH ADDITION, BEING A REPLAT OF LOT 1, BLOCK 1, THE PINES AT THE DISTRICT FOURTH ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, and that the same has been duly recorded in the public records of said county and state to the satisfaction of the owners of Lots 1 and 2, for private use, the several easements shown on the plat.

OWNER
Gity-Up, LLC
By: Synetica, LLP
Its Managing General Partner
[Signature]
Austin J. Morris, Managing Partner

State of North Dakota
County of Cass

On this 14th day of March, 2024, before me personally appeared Austin J. Morris, PE, a City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability partnership.

Notary Public James A. Schlemmer
[Signature]

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT
I, James A. Schlemmer, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 14th day of March, 2024.
[Signature]
James A. Schlemmer, Professional Land Surveyor No. 6086

State of North Dakota
County of Cass

On this 14th day of MARCH, 2024, before me personally appeared James A. Schlemmer, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability partnership.

Notary Public Stan H. Gier
[Signature]

CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Kralimutz, PE, City Engineer
[Signature]
State of North Dakota
County of Cass

On this _____ day of _____, 20____, before me personally appeared Tom Kralimutz, PE, a City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public _____

FARGO PLANNING COMMISSION APPROVAL
Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

Ricky Schneider, Chair
Fargo Planning Commission
[Signature]
State of North Dakota
County of Cass

On this _____ day of _____, 20____, before me personally appeared Ricky Schneider, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public _____

FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor
[Signature]
State of North Dakota
County of Cass

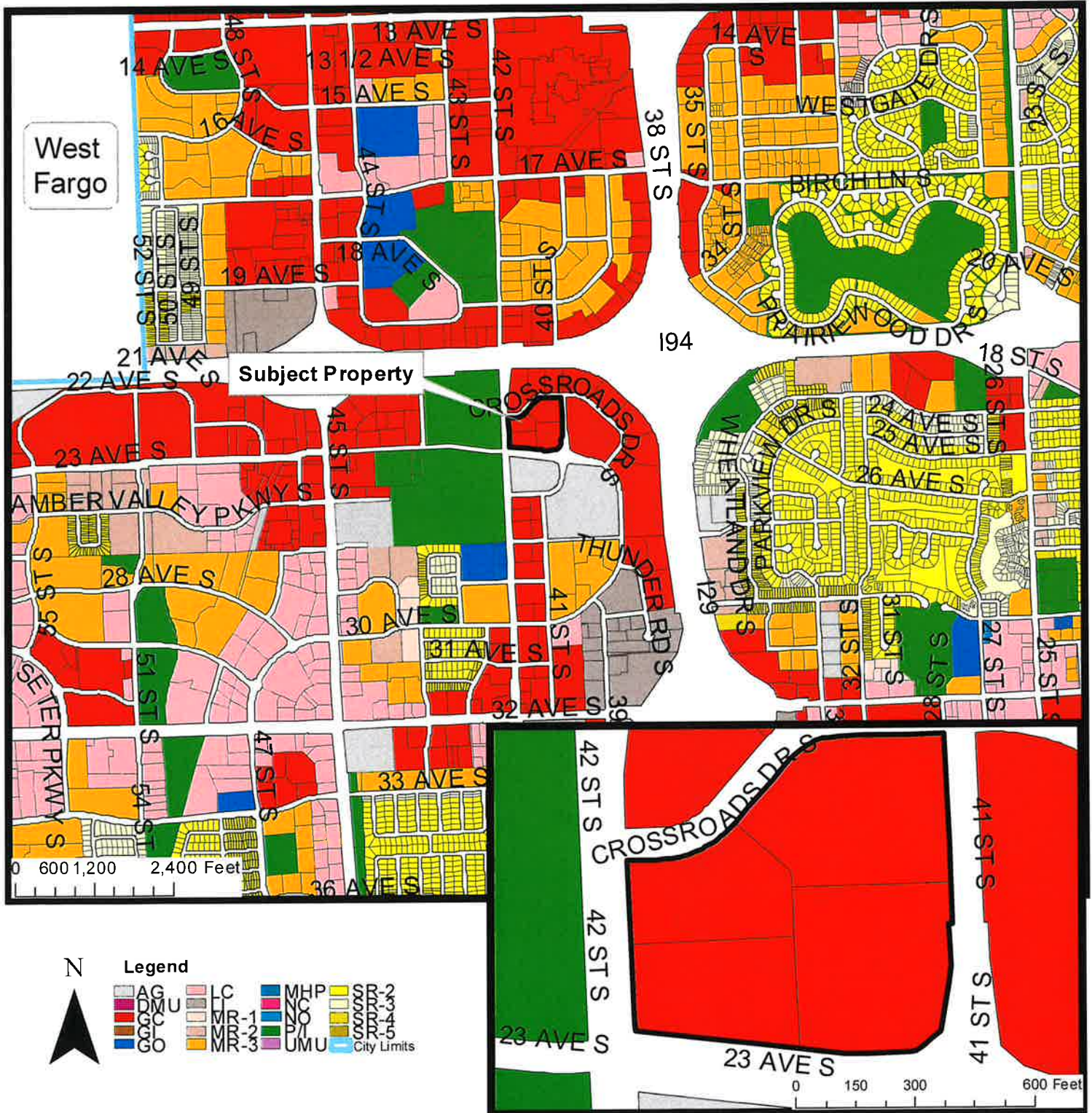
On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public _____



Minor Subdivision

2263 41st Street South;
Crossroads Corporate Center Second Addition 4130, 4150 & 4180 Crossroads Drive South



Fargo Planning Commission
January 2, 2024

West Fargo

Subject Property

0 600 1,200 2,400 Feet

N

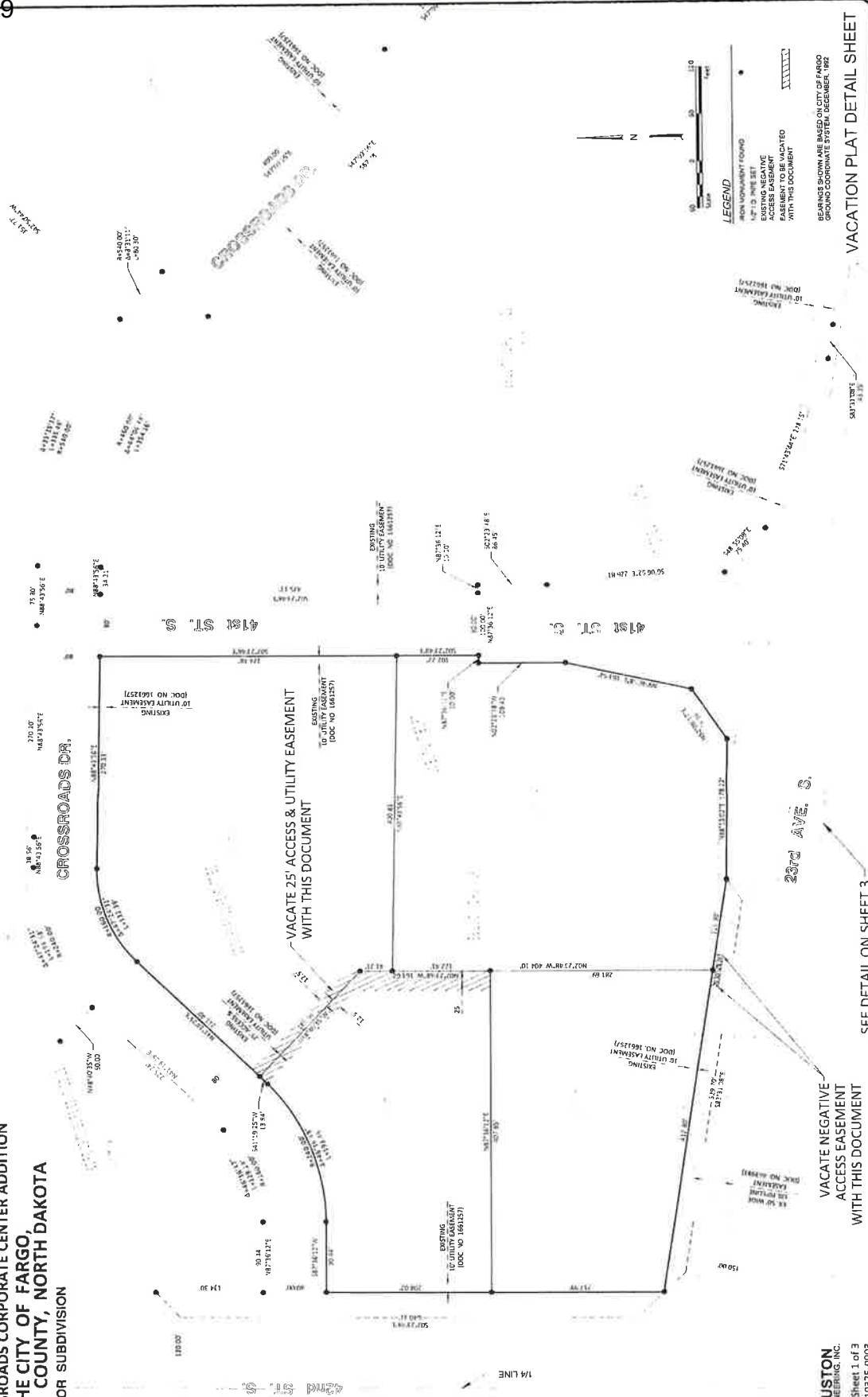
Legend

City Limits

0 150 300 600 Feet

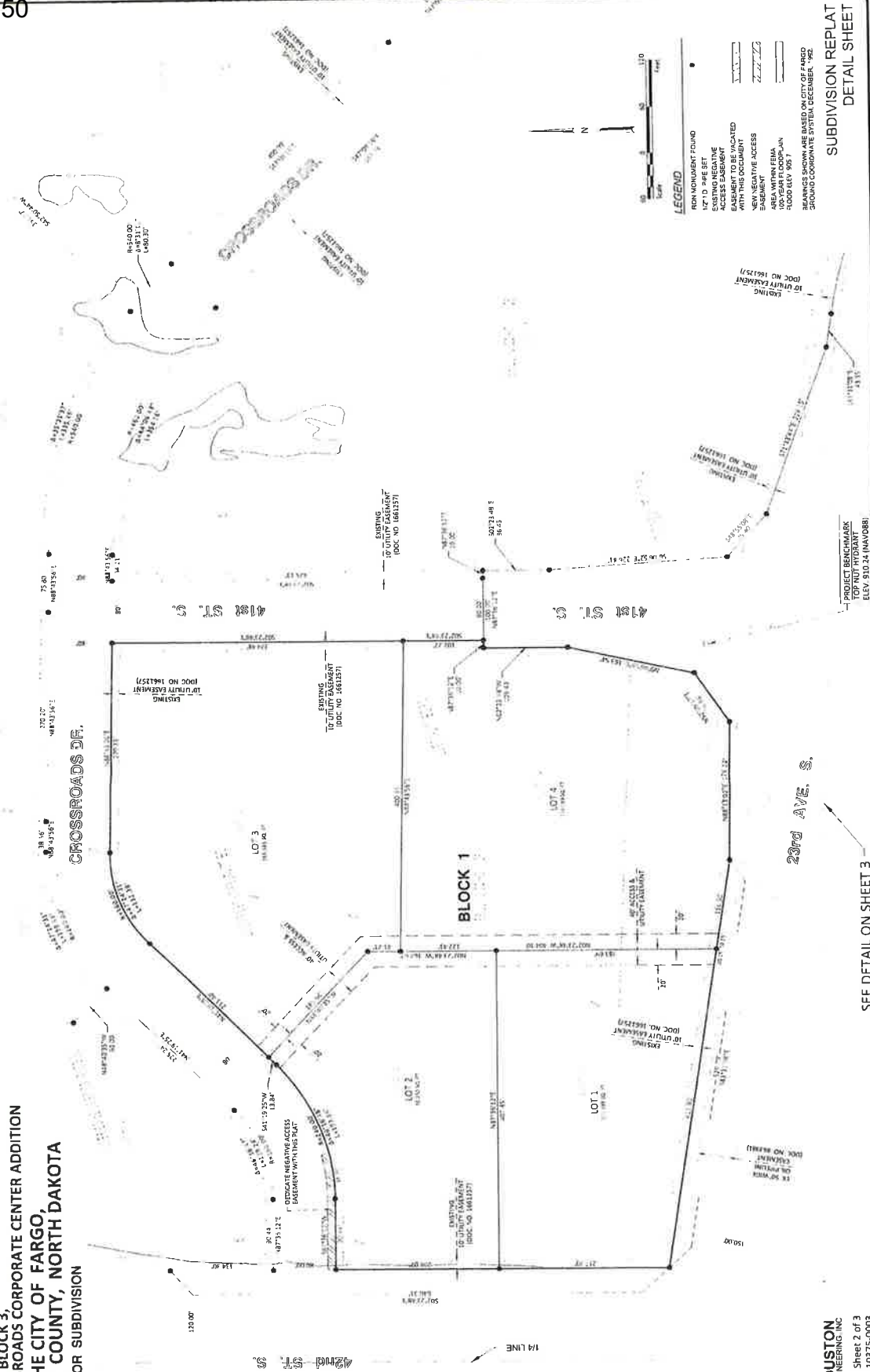
CROSSROADS CORPORATE CENTER SECOND ADDITION

BEING A VACATION PLAT OF A PORTION OF NEGATIVE ACCESS EASEMENT AND OF THE 25' ACCESS & UTILITY EASEMENT SITUATED ON LOTS 2 AND 3, AND BEING A REPLAT OF LOTS 1, 2, 3 AND 4, ALL IN BLOCK 3, CROSSROADS CORPORATE CENTER ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA A MINOR SUBDIVISION



CROSSROADS CORPORATE CENTER SECOND ADDITION

BEING A VACATION PLAT OF A PORTION OF NEGATIVE ACCESS EASEMENT
AND OF THE 25' ACCESS & UTILITY EASEMENT SITUATED ON LOTS 2 AND 3,
AND BEING A REPLAT OF LOTS 1, 2, 3 AND 4,
ALL IN BLOCK 3,
CROSSROADS CORPORATE CENTER ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
A MINOR SUBDIVISION



HEI HOUSTON
ENGINEERING INC.
Sheet 2 of 3
Project No. 10375-0003

SUBDIVISION REPLAT
DETAIL SHEET

SEE DETAIL ON SHEET 3

23rd Ave. S.

14th Line

BLOCK 1

LOT 4

LOT 3

LOT 2

LOT 1

CROSSROADS DR.

23rd Ave. S.

14th Line

EXISTING 10' UTILITY EASEMENT

NEW 25' ACCESS & UTILITY EASEMENT

IRON MONUMENT FOUND

1/2\"/>

City of Fargo Staff Report			
Title:	Brekke's Addition	Date:	02/28/2024 04/11/2024
Location:	213 24 th Street South & 2401 3 rd Avenue South	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lots 8 and 9, Block 11, and adjacent South Half of Vacated Alley, Egbert, O'Neil, and Haggart's Addition		
Owner(s)/Applicant:	Lake Agassiz Habitat for Humanity & The City of Fargo	Engineer:	Moore Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 8 and 9, Block 11 and the adjacent South Half of Vacated Alley, Egbert, O'Neil, and Haggarts Addition) (See Project History Note Below)		
Status:	City Commission Consent Agenda: April 15, 2024		

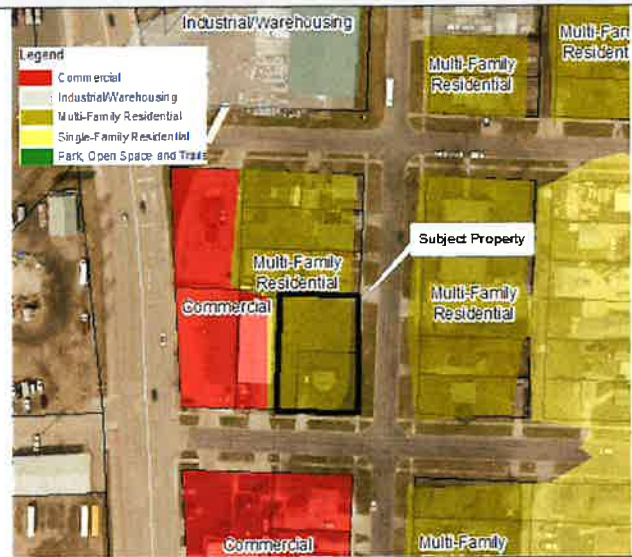
Existing
Land Use: Undeveloped land & Utilities, Basic
Zoning: SR-4, Single-Dwelling Residential
Uses Allowed: SR-4, Single-Dwelling Residential allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities
Maximum Density Allowed: SR-4 allows a maximum 12.1 units per acre
Maximum Lot Coverage Allowed: SR-4 allows up to 45% building coverage

Proposed
Land Use: Single-Family Residential & Utilities, Basic
Zoning: No change
Uses Allowed: No change
Maximum Density Allowed: No change
Maximum Lot Coverage Allowed: No change

Proposal:
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, to be known as Brekke's Addition, a replat of Lots 8 and 9, Block 11 and the adjacent South Half of Vacated Alley, Egbert, O'Neil, and Haggarts Addition to the City of Fargo, Cass County, North Dakota. The minor subdivision will consist of 3 lots, 1 block. <p>Project History Note: The original application was advertised to include a zone change. The zone change has since been withdrawn. The subject property was found to be zoned SR-4, Single-Dwelling Residential per Ordinance 4033.</p> <p>The subject property is located at 213 24th Street South & 2401 3rd Avenue South and encompasses approximately 0.34 acres.</p> <p>Habitat for Humanity is transferring land to The City of Fargo that will be included in Lot 3, Block 1 Brekke's Addition. The city attorney is handling this transaction.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: currently shown as GC, General Commercial on Zoning Map with household living uses; • East: SR-3, Single-Dwelling Residential and MR-3, Multi-Dwelling Residential with household living uses; • South: SR-4, Single-Dwelling Residential with household living uses; • West: GC, General Commercial with office and retail, sales and service uses.

Area Plans:

The subject property is located within the Core Neighborhoods Master Plan. The plan designated the subject property as 'Multi-Family Residential'. The Core Neighborhoods Master Plan gives examples for 'Multi-Family Residential' as being duplexes, townhouses and apartment buildings. The zoning district is SR-4, Single-Dwelling Residential, which contributes to the greater range of housing options for households within the community than other Single Dwelling Residential zoning districts. Staff feels the zoning designation is consistent with the Core Neighborhoods Master Plan.

**Context:**

Neighborhood: The subject property is located in the Jefferson/Carl Ben Neighborhood.

Schools: The subject property is located within the Fargo School District, specifically within the Jefferson Elementary, Ben Franklin Middle and North High schools.

Parks: The subject property is located 0.10 miles from 23 Street Park. Amenities include a playground for ages 5-12.

Pedestrian / Bicycle: There is a shared use path that runs along the west boulevard of 25th Street South to the west of the subject property.

MATBUS Route: The subject property is located near Bus Route 20. One stop is located 0.10 miles to the north on the east side of 24th Street South and another stop is located on the south side of 3rd Avenue North 150 feet to the west of the subject property.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

This subdivision is intended to replat the existing two lots into three new lots. The current zoning is SR-4, Single-Dwelling Residential. No zone change is proposed. The subject property is located within the Core Neighborhoods Master Plan, which designates the subject property as 'Multi-Family Residential'. Staff feels a zoning district designation of SR-4, Single Dwelling Residential is consistent with the Core

Neighborhoods Master Plan, as stated above. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

(Criteria Satisfied)

2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, **Brekke's Addition** as outlined within the staff report, as the proposal complies with the adopted Core Neighborhoods Master Plan, the standards of Article 20-06, Section 20-0907.B. and C of the LDC and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: March 05, 2024

At the March 05, 2024 Planning Commission hearing, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, the Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission the proposed subdivision plat, **Brekke's Addition** as outlined within the staff report, as the proposal complies with the Core Neighborhoods Master Plan, standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code.

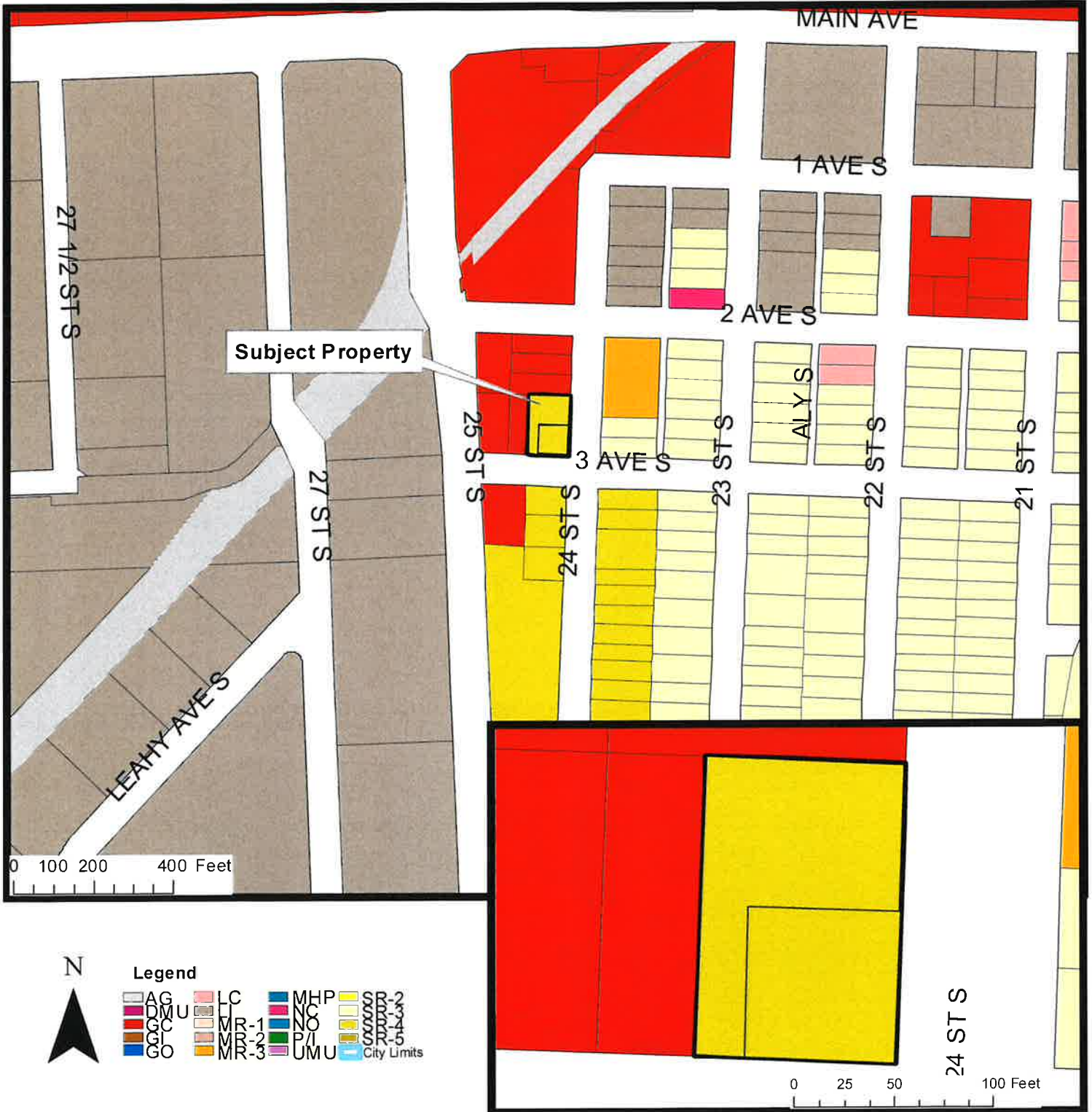
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Brekke's Addition

213 24 Street South & 2401 3 Avenue South

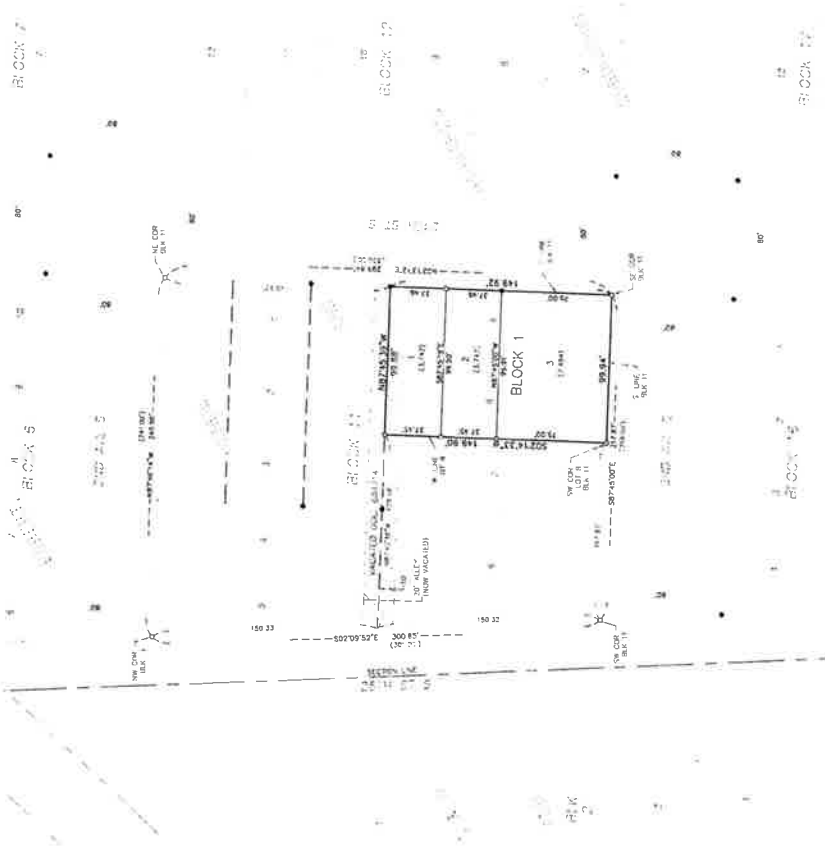


213 24 Street South & 2401 3 Avenue South



Fargo Planning Commission
March 05, 2024

PLAT OF
BREKKE'S ADDITION
TO THE CITY OF FARGO, A REPLAT OF LOTS 8 AND 9, BLOCK 11, AND ADJACENT SOUTH
HALF OF VACATED ALLEY, OF EGBERT, O'NEIL AND HAGGART'S SUBDIVISION TO THE
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



SECTION LINE
PLAT NUMBER & LINE
LOT LINE
EASTING LOT LINE
ALLEY VACATED PER DOCUMENT NO.

BASES OF RELATIVES
CITY OF BARCO, GEORGIA COORDINATE
SYSTEM, DECEMBER 1992

Joseph C. O'Connell, chief of the City of Chicago's Department of Public Works, said he is not a registered land surveyor who prepared and made the official plat of "BROOKS' ADDITION" to the City of Chicago, as reported in Law 8 on p. 3, Block 10. He said that the plat was prepared by a registered land surveyor, and that he is not a registered land surveyor. He said that the plat was prepared by a registered land surveyor, and that he is not a registered land surveyor.

[illegible][illegible]

Over (S) 1 and 2, Block 1, Lake Agassiz Habitat for Humanity, Inc.

[Signature]
JAMES W. KEEFE, Executive Director

State of North Dakota
County of []
City of []
I, _____, believe me, a Notary Public in and for said County and State, personally appeared James W. Keefe, [redacted] Executive Director, known to me to be the person described in and to the foregoing instrument, and acknowledged to me that he executed the same in the name of Lake Agassiz Habitat for Humanity, Inc.

N. Vanda Lind
 44444 Public, Cass County, Maryland
 Street at Lot 3, Block 1, City of Fells

County of Wayne, Michigan State of Michigan City of Detroit

I, the undersigned, County of Wayne, Michigan do hereby certify that the day of February, 2008, before me, a Notary Public in and for said County and State, personally appeared Trinity J. Williams Mayor and Steven Sponchi, City Auditor. Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same in the name of the City of Detroit.

In testimony whereof, I have hereunto set my hand and the seal of my office, at Detroit, Michigan, this 20 day of February, 2008.

Notary Public, Washtenaw County, North Dakota

64610 IN AMERICA (CONSTITUTIONAL PROVISIONS)
 The first and only City of Tampa in America incorporated
 on the _____ day of _____, 1924.
 Mayor _____
 City of Tampa, Florida.
 (Seal of the City of Tampa)

On the 1st day of March, 2024, before me, a Notary Public in and for the County and State aforesaid, personally appeared Wanda J. Self, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and Notary Public Seal this 1st day of March, 2024.

Wanda J. Self
Notary Public, State of North Carolina

My Comm. Expires 03/01/2026

Notary Public Seal: WANDA J. SELF, Notary Public, State of North Carolina, My Comm. Expires 03/01/2026

State, personally appeared Wanda J. Self, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

FARGO CITY COMMISSION APPROVAL

This audit is the City of Fargo's hereby approved this _____ day of _____, 20____.

Deane J. Anderson, Mayor

Deane J. Anderson, City Auditor

State of North Dakota
County of Cass

On this day of _____, 20____, before me, a Notary Public, appearing in person, _____, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me the execution of the same in the presence of the City of Fargo.

Notary Public, Com. _____, North Dakota

CITY ENGINEER'S APPROVAL _____

This plan is the City of Fargo as hereby approved this _____ day of _____, 20____.

Tom Nordmark, City Engineer
Reviewed and Recommended Engineer
MSA File 10009

On this _____ day of _____, 20____, before me, a Notary Public in and for the County of Santa Clara, personally appeared _____, known to me to be the person identified in and who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSES my hand and the seal of my office this _____ day of _____, 20____.

Notary Public in and for the County of Santa Clara, State of California

DEED BOOK 1
PAGE 257-110

moore
engineering, inc.



(31)

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: Fargo City Commission

From: Assistant Chief Travis Stefonowicz 

Date: April 11, 2024

RE: Purchase of Bomb Team Equipment through Grant Funding

COPY

Commissioners,

The Fargo Police Department – Red River Valley Bomb Squad has been awarded a grant from the North Dakota Department of Emergency Services (NDDDES) in the amount of \$338,921 (CFDA 97.067). This grant award was reviewed and approved via consent agenda by the Board of City Commissioners on October 2nd, 2023 for the purchase of a reusable Total Containment Vessel (TCV) to safely secure, transport, and test explosive or chemical devices. A budget adjustment was made to 216-5016-411.74-10 (Capital Outlay/Machinery & Equipment) and all activity will be tracked via project code PDES14.

Recommended Motion:

1. Approve the purchase of a TCV from NABCO in the amount of \$338,921.06. (RFP24162)

Attachments:

NDDDES Notice of Grant Award

RFP24162 - Trailer Mounted-Total Containment Vessel (TCV)

Project Overview

Project Details	
Reference ID	RFP24162
Project Name	Trailer Mounted-Total Containment Vessel (TCV)
Project Owner	Tanner Smedshammer
Project Type	RFP
Department	Police
Project Description	The City of Fargo is requesting proposals from qualified vendors to provide a Trailer Mounted-Total Containment Vessel (TCV) that is used to safely secure, transport, and test suspected explosive devices.
Open Date	Mar 25, 2024 3:00 PM CDT
Close Date	Apr 05, 2024 2:00 PM CDT

Highest Scoring Supplier	Score
Nabco Systems Inc	96.5 pts



Submissions

Supplier	Date Submitted	Name
Nabco Systems Inc	Mar 30, 2024 8:35 PM CDT	Carl Makins
SANFORD FEDERAL, INC.	Apr 05, 2024 1:39 PM CDT	Ian Smith



Project Criteria

Criteria	Points
A - Quality of Work	30 pts
B - Training	10 pts
C - Communication & Accessibility	10 pts
D - Qualification & Experience	20 pts
E - Cost / Delivery	30 pts
E-1 - Cost	20 pts
E-2 - Delivery	10 pts
Total	100 pts



Scoring Summary

Active Submissions

	Total	Price
Supplier	/ 100 pts	
Nabco Systems Inc	96.5 pts	\$338,921.06
SANFORD FEDERAL, INC.	64.12 pts	\$890,000.00

September 19, 2023

Fargo Police Department - Red River Valley Bomb Squad
Brady Scribner
105 25th St N
Fargo, ND 58102

Dear Mr. Brady Scribner:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDDES) Division of Homeland Security, your grant application submitted for the FY 2023 State Homeland Security Program (SHSP) has been approved for award in the amount of \$338,921.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter:

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial all pages of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and Special Conditions pages into the NDDDES Grants System (<https://grants.des.nd.gov>) to the Project page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the Project page. (Note: A documented procurement policy is required per 2 CFR §200.318.)

Do NOT begin any portion of your project including obligating or expending funds until the following requirement is met:

- FY 2023 National Cybersecurity Risk Assessment (NCSR) completion. The NCSR (<https://www.cisecurity.org/ms-isac/services/ncsr/>). The NCSR is required of all subrecipients. It is open from October 1 through February 28th. See the NCSR Instructions attachments in the NDDDES grants management system for additional information and instructions. Once you have completed the NCSR, upload a copy of the FY 2023 Completion Certificate to the Project page and send a note to drice@nd.gov so that NDDDES can document completion.
 - Failure to complete the NCSR during the timeframe noted above will result in a hold being placed on your project until the NCSR re-opens in October of the following year and is completed.

Procurement Requirements

Federal 2 CFR §200.318-200.326 Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$10,000 or more must obtain a minimum of **three** quotes (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To aid subrecipients NDDDES has provided the Quote (Informal) Request Form at grants.des.nd.gov. It is



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin
Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Darin
Anderson
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

recommended that subrecipients use this form or a similar jurisdiction/entity specific form when requesting quotes to ensure that all vendors are quoting on the same specifications.

Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDDES prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist at [HSGP - grants.des.nd.gov](https://grants.des.nd.gov) for more information on the types of documentation you will need to provide to NDDDES to show compliance.

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. See [CooperativePurchasing.pdf \(nd.gov\)](#) for more information. A current list of State Contracts can be found at [ND State Contracts](#). If under the column entitled CP, there is a Y then it has a cooperative purchasing contract.

Project Reporting

Project status reports are required quarterly, with a final report due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period for each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.


Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov/>
2. On your home page click on **FY 2023 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Karen Hilfer or Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Doug
Burgum
GOVERNOR


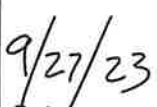


Major General
Alan S. Dohrmann
DIRECTOR – DIVISION
OF EMERGENCY SERVICES

Darin
Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Darin
Anderson
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans



NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2023 State Homeland Security Program			
Federal Award Identification Number: EMW-2023-SS-00001		Federal Award Date: 9/11/2023	
Federal Awarding Agency: U.S. Department of Homeland Security			
CFDA No. 97.067 SHSP			
Subrecipient Name and Address Fargo Police Department - Red River Valley Bomb Squad 105 25th St N Fargo, ND 58102		Subrecipient Contact Name: Brady Scribner Telephone: 701-476-4069 Email: BScribner@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	Grant Number: 9	County/Tribe: Cass	
Performance Period	From: September 19, 2023	Through: March 31, 2025	
Grant Amount: \$338,921.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$338,921.00	
Scope of Service: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved application scope of work and cost line items located in the NDDes grant portal.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal. Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due with the final reimbursement request.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: <ol style="list-style-type: none"> 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program. 			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
 Signature	 Date	 Signature	 Date
Typed Name and Title of Authorized Representative Brady Scribner Emergency Manager		Typed Name and Title of Authorized Representative Darin Hanson Director, Division of Homeland Security	



Emergency Services



SPECIAL CONDITIONS

State Homeland Security Grant Program (SHSP)

1. DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. They FY 2023 DHS Standard Terms and Conditions are at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

2. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- DHS financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

3. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- Sub-recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- Sub-recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- Sub-recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

4. Acknowledgement of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

6. Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.



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7. Best Practices for Collection and Use of Personally Identifiable Information

Sub-recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

8. Civil Rights Act of 1964 - Title VI

Sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

9. Civil Rights Act of 1968

Sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100.

10. Copyright

Sub-recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11. Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

12. Drug-Free Workplace Regulations

Sub-recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

13. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.



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15. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

State, Tribal, local, and territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. State, Tribal, local, and territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

16. Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. False Claims Act and Program Fraud Civil Remedies

Sub-recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

18. Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

19. Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

20. Hotel and Motel Fire Safety Act of 1990

Sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

21. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS sub-recipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

22. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Sub-recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Initial



23. Lobbying Prohibitions

Sub-recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

24. National Environmental Policy Act

Sub-recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

25. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

26. Non-Supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

27. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

28. Patents and Intellectual Property Rights

Sub-recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

29. Procurement of Recovered Materials

States, political subdivisions of states (i.e., sub-recipients), and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

KTS
Initial



30. Rehabilitation Act of 1973

Sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

31. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the sub-recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

32. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Sub-recipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

33. SAFECOM

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

Sub-recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

35. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Sub-recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

36. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier

Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

37. USA PATRIOT Act of 2001

Sub-recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

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38. Use of DHS Seal, Logo and Flags

Sub-recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

39. Whistleblower Protection Act

Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

40. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the sub-recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

41. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

42. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

43. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

ES
Initial



44. Prior Approval for Modification of Approved Budget

Before making any change to the approved budget for this award, you must request prior written approval from NDDes. NDDes may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

45. National Cybersecurity Review

Sub-recipients are required to complete the Nationwide Cybersecurity Review (NCSR) to benchmark and measure their progress of improving their cybersecurity posture. The NCSR can be found at <https://www.cisecurity.org/ms-isac/services/ncsr>.

46. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDes Grants website at <https://grants.des.nd.gov>.

47. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDes Grants Management System at <https://grants.des.nd.gov>.

48. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDes to expend the de-obligated funds on program costs.

49. Award Acceptance

The Notice of Grant Award and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipients is certifying acceptance of the terms and conditions of the award.

Handwritten signature in black ink, appearing to be "BIS".
Initial



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FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: Board of City Commissioners

From: Chief David B. Zibolski *DZ*

Date: 4/2/2024

RE : End Date for Terms of Board Members

COPY

Dear Commissioners,

I am writing to request the Board of City Commissioners consideration of an ordinance change to Municipal Code § 5-0406. Upon review, the need for an end date to the terms of the members of the Police Advisory Oversight Board (PAOB) was brought to our attention. After careful consideration, the PAOB accepted the recommendation to establish an end date for the current terms, with the understanding that new members will be onboarded when the Chair and Vice Chair are selected in June, in accordance with the ordinance.

Therefore, it is recommended that the terms of the members end on May 31. This timeline will facilitate the smooth transition and ensure the presence of new members as the Chair and Vice Chair are elected in June, aligning with the requirements outlined in the ordinance.

Suggested Motion:

"I move to authorize the Fargo Police Department to collaborate with the City Attorney's office to amend Fargo Municipal Code § 5-0406 – Terms of Office."

Thank you for your attention to this matter.



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FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

RECEIVED
FARGO POLICE DEPARTMENT

To: Chief David Zibolski

MAR 12 2024

From: Lt Jared Crane *JC*

WILLIAM S. AHLFELDT
CAPTAIN

Date: 01.16.2024

REF: A.C. STEFANOWICZ
- FORWARD
- INFORMATIONAL

RE: Bias Motivation and Hate Crime Report – year end 2023

2023 year end summary:

The following report is a list of all 2023 reports in which officers listed a motivational bias. In total, 18 reports were initially categorized as having motivational bias. After reviewing each case, the motivational bias was removed from all but four of the cases. Of these four cases in which the bias motivation was left in the report, none of the cases apply to the three City of Fargo hate crime ordinances (criminal mischief, simple assault, and harassment). Two of the cases were disorderly conduct, one was a felony, and the last case involved no crime due to being free speech.

January:

- **23-6315 simple assault; outside of 64 Broadway N:** The report contains no evidence or statements suggesting any sort of racial bias or motivation. Not so much as even a racial slur uttered during the altercation. This case was a simple assault in which the victim is a black female and the suspects were Hispanic females. The fight started outside after an argument in the restroom. The reporting officer made a mistake by including a racial bias in the report. The bias motivation was removed from this report.

February:

- **23-8912; disorderly conduct; 801 17 Ave N:** Two juvenile North High School students were using the men's restroom at the same time. One of the students identifies as transgender (biological female identifying as male). While the students were washing their hands, comments were made about a girl being in the men's restroom. A photo was taken while washing hands as well. The suspect stated later he was uncomfortable with having a biological female in the men's restroom while he was using a urinal. The suspect admitted to taking a picture of the victim at the sink for the purpose of sharing it with his friends on Snapchat. This case was referred to juvenile court for the disorderly conduct charge. Bias motivation was left in the report, but the disorderly conduct charge does not apply to the hate crime ordinances.
- **23-9388 terrorizing; Sam's Club parking lot 4831 13 Ave S:** This incident involved a Sam's Club employee confronting a visitor about parking in a loading zone. The employee was a black male. The white male

customer/suspect was angry about the situation and used a racial slur. He then threatened to assault the employee and pulled out a knife. The suspect was arrested for terrorizing. The primary motivation for this crime was a parking dispute and, therefore, the bias motivation was removed from the case. The felony charge does not apply to the city hate crime ordinances.

- **23-11162 disorderly conduct; Broadway N/4 Ave N:** The victim and his friend were walking south on Broadway when they noticed two males in a pickup staring at them. At one point the male passenger yelled a threat at the victim using the word "nigger." After yelling the threat, the two males drove off. The responding officer confirmed this met the elements of a disorderly conduct charge and not terrorizing. A juvenile suspect was identified in this case. Bias motivation was left in the report, but the disorderly conduct charge does not apply to the hate crime ordinances.

March:

- None

April:

- **23-22538 harassment; 111 8 St S:** The suspect in this case is the father of the adult male victim who is gay. The father expects his son to continuously send him money. The victim stopped sending his father money; which infuriated him. The suspect then sent several text messages which consisted of vulgar homosexual slurs as well as threats. The primary motivation in this case is the money situation and not the victim being targeted due to his sexual orientation. The case was reviewed by the prosecutor and the charge amended to 'disorderly conduct' rather than the harassment-hate crime ordinance. The bias motivation has been removed from this case.
- **23-25362 harassment; 709 27 St N:** The victim in this case is transgender. While at work, the victim was having a conversation with a co-worker (suspect). The suspect made an anti-transgender statement which alarmed the victim and caused concern. The suspect did not directly threaten the victim, but rather made the inappropriate comment about transgender people in a general sense. Although the comment was disturbing to the victim, it involved constitutionally protected activity regarding free speech and, therefore, was not a crime. Since no crime existed for this incident, the bias motivation was removed from the case.

May:

- **23-28928 domestic assault; 123 Roberts St N:** This incident involved a male suspect pushing his boyfriend down the stairs during a domestic dispute. The charge does not apply to a city ordinance and falls under district court. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.
- **23-30752 terrorizing and drug charges; The Arbors 702 23 St S:** This case involved SCU locating a suspect in a stolen ammunition case from Scheels. A foot pursuit ensued and the suspect ran through a backyard. The property owner attempted to stop the suspect; at which point the suspect pointed a gun at the victim. The charge does not apply to a city ordinance and falls under district court. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.
- **23-31726 criminal mischief; 3420 42 St S:** This case involved some spray painting images along with the racial slur "Nigga". There was no anti-black propaganda or images spray painted, and no security video available to show the suspect. This apartment building has a large black population amongst the residents, and the graffiti reflected some of the language often times used by the black community. Since there was no way of determining if this situation was motivated by hate, the bias motivation was removed from this case.
- **23-34400 terrorizing and assault; 3711 25 St S:** This case involved a fight in which three suspects were assaulting the victim. The victim was also threatened with a knife at one point. The charge does not apply to a city ordinance and falls under district court. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.
- **23-36084 disorderly conduct; Holiday gas station 3040 25 St S:** This incident involved employees of Holiday not

getting along. The victim is suffering from mental illness and there were inconsistencies in her statement. Although the victim is black, there is no evidence to suggest her co-workers were singling her out because of her race. There was also no evidence to suggest any crimes were occurring. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.

June:

- None

July:

- **23-51371 criminal mischief; 1618 E Gateway Cir S:** The case involved theft of services (taxi cab) which turned into a disorderly conduct charge. The primary motivation for this incident was theft and not racial bias in any way. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.

August:

- **23-56655 disorderly conduct; 202 Broadway N:** This incident involved a female suspect who ran from a taxi without paying. The driver chased the female on foot and eventually detained her. The female demanded a police report be made because she was intimidated by the taxi driver. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.

September:

- **23-66144 suspicious person; Target store 4202 13 Ave S:** This report involved a female who called the police after discovering a paper on her windshield. There were other vehicles in the parking lot with the same flyer. The flyer contained some anti-Semitic wording. There is no crime involved with this incident and the flyers were randomly placed on parked vehicles. Also, the flyers would be considered Constitutionally-protected free speech. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.
- **23-67516 disorderly conduct; Carl Ben Eielson School 1601 13 Ave S:** This incident involved two classmates getting into a physical fight after an argument ensued. One of the students was a white female, the other a black female. The argument began when the white female used the word "nigger". The use of the word was not directed at anyone, but rather used in conversation. The black female heard the word being used and took offense. Eventually the two began fighting as a result. The officer mistakenly added a motivational bias to the report. Also, the charge does not apply to any city hate crime ordinances. The motivational bias was removed.

October:

- **23-70494 terrorizing; Aldi store 4303 13 Ave S:** The case involved a terrorizing charge stemming from an incident inside the store. The suspect in the case had his dog with him inside the store. The dog barked at the victim which began an argument between the suspect and victim. Eventually the suspect threatened to kill the victim. The suspect was arrested. The primary motivation for this incident was the argument regarding the dog and not the victim's religious beliefs (Muslim). After the argument got heated, the victim did tell the suspect she was Muslim; however, there is no evidence to suggest this incident started over her religious beliefs. The incident was videoed by a witness. The charge does not apply to a city ordinance and falls under district court. The officer mistakenly added a motivational bias to the report. The motivational bias was removed.

November:

- **23-84646 disorderly conduct; Bucci Salon 2108 Univ Dr S:** The case involved a voicemail left at a local salon which caters to the LGBTQ community. The salon was preparing for an event which caters to the age group of 12-18 yoa titled "Trans Night Takeover Makeover" and began receiving negative posts on their social media. The posts were

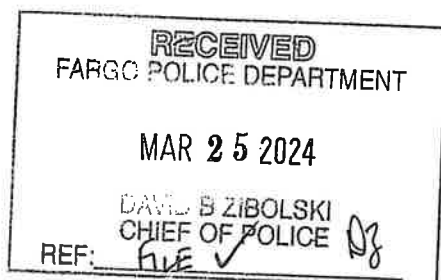
in protest of the upcoming event but not threatening in nature. Staff then received a voicemail message from a phone number out of Canada. At one point the message stated, "I hope you all kill yourselves and your store gets burned to the ground." This case has been filed inactive. As unfortunate as it is to the employees of the salon, these comments would most likely be considered Constitutionally-protected free speech. The caller never directly threatened anyone by stating, "I hope you all kill yourselves..." Also, the caller states, "...and your store gets burned to the ground" rather than making a direct and specific threat; such as "I am going to kill you" and "I am going to burn your store to the ground." As disturbing as it may be, the actual comment that was made is more or less wishful thinking on the part of the caller. Although a crime was not committed in this case, the bias motivation was left in the report.

December:

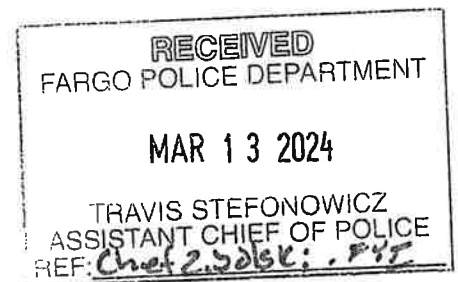
- **23-89472 bomb threat; Temple Bethell Synagogue 809 11 Ave S:** This incident occurred on 12/18/2023. The case involved an email sent to the Jewish synagogue, Temple Bethell located at 809 11 Ave S. The email read:

"I placed multiple explosives inside of the Synagogue. The explosives are well hidden and they will go off in a few hours. We will make sure you all end up dead. I will also kill your families, I will gouge their eyes out." The email was signed "We are a Group called "Funing".

Officers thoroughly searched the building and did not locate explosives or anything out of place. The building is armed with functional alarms; which had not gone off at any time before or after the email was received. The suspect email address on the message had no merit. The motivational bias was left in this case report. I spoke with FBI Supervisor, Erin Falb, about this case. The case had been forwarded to our local FBI office and was identified as part of a larger number of nation-wide threats due to the current political climate. As a result, this case is being investigated further by the FBI.



K ZINGA - prep for
Consent Commission
AGENDA ON 4/15/24
AS ANNUAL HIRE
CUMBS REPORT





**PUBLIC
WORKS**

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**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
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FargoND.gov

April 10, 2024

The Honorable Board of City Commissioners
City of Fargo
225 4th Street N
Fargo, ND 58102

RE: Extension of unpaid leave for Brett Schaible through 7/9/24

Commissioners:

Brett Schaible, Equipment Operator III with the Street Department, is requesting an extension of unpaid leave through July 9, 2024 under the City of Fargo Employment Policy 500-008 – Leave Without Pay.

I am requesting approval to extend the unpaid leave through the requested date which will provide a total of 90 days of unpaid leave.

RECOMMENDED MOTION: I/we hereby move to approve the extension of unpaid leave for Brett Schaible under the City of Fargo Employment Policy 500-008 – Leave Without Pay.

Respectfully submitted,

Ben Dow
Public Works Director