

FARGO CITY COMMISSION AGENDA

Monday, April 1, 2024 - 4:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding threatened litigation pertaining to 501 Main Avenue and to discuss negotiating strategy or provide negotiation instructions to its attorney or other negotiator regarding the threatened litigation, and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity. To discuss this matter in public in an open meeting would have an adverse fiscal effect on the City. Thus, an Executive Session is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 18, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Application for Abatement or Refund of Taxes #4559 for property located at 1488 Shawnas Place South requesting a reduction in value for 2023 from \$1,323,300.00 to \$880,656.00; staff is recommending a reduction in value to \$1,239,200.00 for 2023.
- 2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading 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.
- 3. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Interstate Business District Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 3/18/24.
- 4. Applications for Games of Chance:
 - a. St. John Paul II Catholic Schools for a raffle on 6/24/24.
 - b. Make-A-Wish Foundation of North Dakota for a raffle on 4/13/24.
 - c. Milk Made for bingo on 4/9/24.
 - d. Fargo North High School for a raffle on 4/13/24.
 - e. YWCA Cass Clay for a raffle on 4/22/24.
 - f. St. John Paul II Catholic Schools for a raffle on 4/27/24.

5. Site Authorizations for Games of Chance:
 - a. Jon Greenley Amvets Post #7 at Amvets.
 - b. Jon Greenley Amvets Post #7 at Hi-Ho Burgers & Brews.
 - c. Red River Human Service Foundation at The Northern.
 - d. Metro Sports Foundation at The Bowler.
 - e. Metro Sports Foundation at Twin Peaks.
 - f. Metro Sports Foundation at Scheels Arena.
 - g. Metro Sports Foundation at Alibi Lounge.
6. Receive and file General Fund – Budget to Actual through 2/29/24.
7. Task Order No. 7 - Amendment No. 2 with Houston Engineering, Inc. in the amount of \$85,500.00 for Project No. FM-21-A0.
8. Payment to Xcel Energy in the amount of \$8,004.80 for power service and transformer (Project No. NR-24-B3).
9. Purchase Agreement with Tones, LLC for property for the Southwest Metro Storm Water Master Plan (Project No. FP-19-A).
10. Encroachment Agreement (Window Wells) with NDSU Development Foundation for existing window wells located in the right of way at 650 NP Avenue.
11. Purchase Agreement and Quitclaim Deed with John T. Jones Construction Co.
12. Contract and bond for Project No. NR-24-A1.
13. Contract and bond for Project No. NR-24-B2.
14. Bid award to Northstar Safety, Inc. in the amount of \$1,065,407.35 for Project No. TM-24-A1.
15. Amended Engineer's Report for Improvement District No. BN-23-F1.
16. Application and Agreement for Early Building Permit for property located at 3401 46th Avenue North (Improvement District No. BN-23-J1).
17. Application and Agreement for Early Building Permit for a building on Lot 2, Block 1 of Alex's Addition (Improvement District No. BN-24-A1).
18. Negative Final Balancing Change Order No. 3 in the amount of -\$48,907.52 for Improvement District No. BR-23-B1.
19. Bid award to Northern Improvement Co. in the amount of \$2,550,072.20 for Improvement District No. PR-24-F1.
20. Create Improvement District No. PN-24-A.
21. Create Improvement District No. BR-24-G.
22. Create Improvement District No. PR-24-H.
23. Contract and bond for Improvement District No. PR-24-E1 (Seal Coat).

24. Contract and bond for Improvement District No. BN-23-J (New Paving and Utility Construction).
25. Agreement - Health and Wellness Coordinator with Mary Krueger.
26. Vacate the Findings of Fact, Conclusions and Order for property located at 1208 University Drive South.
27. Master Services Agreement with Flock Group, Inc. for 60-day pilot program with the Police Department.
28. Bid awards for Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and black dirt as presented (RFP24138).
29. Lease with Option to Purchase Agreement No. 40005556 with CapFirst Equipment Finance, Inc. for a Towable Stump Grinder (RFP24110).
30. Bills.

REGULAR AGENDA:

31. **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).

***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**

32. **PUBLIC HEARING** - Application filed by Graystoke Capital Woodrow LLC and ACV ALB San Mateo, LLC for a Payment in Lieu of Tax Exemption (PILOT) for a project to be located at 301/315 University Drive North and 1222 4th Avenue North for residential apartments and leasing to the Montessori school.
33. **PUBLIC HEARING** – Hearing on a dangerous building located at 1022 9th Avenue North.
34. **PUBLIC HEARING** – Golden Valley Fourth Addition (6507, 6511, 6515, 6519, 6523, 6527, 6531, 6535, 6539, 6543 and 6547 28th Street South); approval recommended by the Planning Commission on 3/5/24:
 - a. Zoning Change from SR-4, Single-Dwelling Residential to SR-5, Single Dwelling Residential.
 - b. 1st reading of rezoning Ordinance.
35. Recommendations for selection, installation and funding of an Advanced Metering Infrastructure (AMI) system for metering water to customers.
36. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Naomi and Muhammad Tabassum, 3625 21st Street South (5 years).
 - b. Timothy and Ann Toso, 2627 18th Street South (5 years).
 - c. Derek and Amy Ouren, 1241 Oak Street North (5 years).
37. Liaison Commissioner Assignment Updates.
38. Recommendation from the Human Rights Commission to adopt the “Resolution Supporting a Permanent Ceasefire in the Middle East.”

- a. Letter of support for Ceasefire Resolution approved by the Human Rights Commission.

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

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



ASSESSOR'S OFFICE
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

March 26, 2024

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4559. The application is for a residence located at 1488 Shawnas Place S. The application requests the following:

#4559 – for 2023, a reduction from \$1,323,300 to \$880,656

We have provided information regarding the valuation of this property and the reasons for a value adjustment. With the information provided by the owner and our staff appraiser's review, and based on the current condition and information of the property, we created new approaches to value and we feel a slight reduction is reasonable. The applicant has accepted the new proposed value.

The applicant has waived the city hearing on this abatement.

SUGGESTED MOTION:

**Approve a reduction of the property value at 1488 Shawnas Place S in the following manner:
#4559 – reduce the 2023 certified value to \$1,239,200.**

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Berreth Residence

Parcel Number: 01-8489-00300-000

1488 SHAWNAS PL S

Owner: Wade and Elizabeth Berreth

Appeal of Assessment for Year: 2023

Name of Applicant:	Wade and Elizabeth Berreth			
2023 True & Full Value	1,323,300	\$403 / sf		
Applicants Requested Value(s)	880,656	\$268 / sf	- 33.5%	
Sale Price (07/2016)	800,000	\$243 / sf		
General Property Information				
Property Type	Single Family Dwelling			
Year Built	2016			
Building Story Height	Two Story			
Total Living Area (Above Grade)	3,287 sf			
	6 Beds / 4.5 Baths			
Staff Recommendation	1,239,200	\$377 / sf	-84,100 -6.35%	



Summary

Appellant appealed the 2023 true and full value on March 22, 2023 and a staff appraiser physically reviewed the property on April 11. The appellant did not respond in time to attend the local Boards of Equalization. He was told to appeal to the county. The appellant was sent information on comparable sales and a market approach to value. The value was re-appraised for the 2023 tax year. The value was increased for 2023 due to market conditions. The owner filed the abatement in February of 2024.

The appellant is concerned about the large increase in a single year, and feels that the home is similar to the neighboring homes. However, upon review, we found that the house is the only excellent grade house on the block. Grade has to do with the quality of the construction materials, workmanship, and design of the home. The neighboring houses are mostly very good grade or less. So, we cannot use the houses that are directly adjacent for comparison, without having to make larger adjustments. We strive to compare apples-to-apples for more accuracy in valuation.

The following homes are deemed most comparable to the subject. While we agree that the subject's 2023 value was over-stated, we think that the sales support a value higher than the requested value. Comparable sales range from \$335/SF to \$401/SF, with the median sales price at \$362/SF. The new proposed value would come slightly higher than that, and is supported overall, by the sales range. Comparably assessed properties range from \$321/SF to \$426/SF, with a median of \$352/SF, which supports the proposed new value.

Comparable Sales Summary

Address	Map Zone	Year Built	Size	Style	Beds	Baths	Garage Stalls	Sale Date	Sale Price (with SPUN)	Price \$/SF
6217 31 ST S	Maple Valley	2018	3055	2 Story	6	3.5	3 Stall / Att	15-Feb-19	\$1,023,700	\$335
3589 GRANDWOOD DR N	Longfellow	2017	2927	2 Story	5	4.5	3 Stall / Att	18-Jun-21	\$980,100	\$335
4763 TALLGRASS CV S	Osgood High	2022	3326	2 Story	6	4.5	3 Stall / Att	28-Oct-22	\$1,202,600	\$362
6049 PRAIRIE GROVE CT S	Maple Valley High	2020	3474	2 Story	7	4.5	4 Stall / Att	22-Jan-21	\$1,370,100	\$394
6059 PRAIRIE GROVE CT S	Maple Valley	2018	3501	2 Story	6	5	3 Stall / Att	15-Jul-21	\$1,404,100	\$401
									Median	\$362
									Average	\$365
Subject	Davies	2016	3287	2 Story	6	4.5	3 Stall/Att	Proposed	\$1,239,200	\$377

Information provided above is a summary of the analysis conducted. Full analysis is provided in the Assessment Department's work file.

Berreth Residence

Parcel Number: 01-8489-00300-000

1488 SHAWNAS PL S

Owner: Wade and Elizabeth Berreth

Competing Properties (Assessed Values) Summary

Address	Map Zone	Year Built	Size	Style	Beds	Baths	Garage Stalls	Tax Year	Assessed Value	Price \$/SF
910 8 ST S	Hawthorne	2014	3126	2 Story	5	4.5	3 Stall/Att	2023	\$1,004,300.00	\$321.27
2069 69 AVE S	Longfellow	2015	2771	2 Story	6	3.5	3 Stall/Att	2023	\$1,106,000.00	\$399.13
6887 CROFTON LN S	Osgood High	2015	2836	2 Story	5	3.5	3 Stall/Att	2023	\$1,129,200.00	\$398.17
3614 PARKER PL N	Longfellow	2015	3211	2 Story	5	3.5	3 Stall/Att	2023	\$1,045,800.00	\$325.69
6809 CROFTON LN S	Maple Valley	2015	3764	2 Story	6	5+	3 Stall/Att	2023	\$1,367,800.00	\$363.39
3589 GRANDWOOD DR N	Longfellow	2017	2927	2 Story	5	4.5	3 Stall/Att	2023	\$995,900.00	\$340.25
3537 GRANDWOOD DR N	Longfellow	2018	3275	2 Story	4	3.5	3 Stall/Att	2023	\$1,061,400.00	\$324.09
6217 31 ST S	Maple Valley	2018	3055	2 Story	6	3.5	3 Stall/Att	2023	\$1,302,100.00	\$426.22
									Median	\$352
									Average	\$362
Subject Before		2016	3287	2 Story	6	3.5		2023	\$1,323,300	\$403
Subject After								Proposed	\$1,239,300	\$377

Staff Recommendation: Reduce the true and full value for the 2023 tax year to \$1,239,200

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District _____
 County of Cass Property I.D. No. _____
 Name Wade & Elizabeth Berreth Telephone No. (701) 261-1534
 Address 1488 Shawnas Place S Fargo, ND 58104

Legal description of the property involved in this application:

<p>Total true and full value of the property described above for the year <u>2023</u> is:</p> <p>Land \$ <u>160,600</u></p> <p>Improvements \$ <u>1,162,700</u></p> <p>Total \$ <u>1,323,300</u> (1)</p>	<p>Total true and full value of the property described above for the year <u>2023</u> should be:</p> <p>Land \$ <u>149,600</u></p> <p>Improvements \$ <u>731,056</u></p> <p>Total \$ <u>880,656</u> (2)</p>
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The difference of \$ 442,644.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 800 Date of purchase: July 2016
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) Bank Loan
 Was there personal property involved in the purchase price? No Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? No If yes, how long? _____
yes/no
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: No Purpose of appraisal: _____
yes/no
 Market value estimate: \$ _____
 Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ 880,656

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Please review the 2023 appraised value to see that it is not in alignment with the adjacent
neighboring properties of similar construction.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant _____ Date _____

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____
 City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
 Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached, _____

Dated _____

County Auditor _____ Chairperson _____

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

**Application For Abatement
 Or Refund Of Taxes**

Name of Applicant Wade i Elizabeth Barrett

County Auditor's File No. 4559

Date Application Was Filed With The County Auditor 2/20/2024

Date County Auditor Mailed Application to Township Clerk or City Auditor 2/21/2024

(must be within the business days of filing dates)

Office of the State Tax Commissioner

Would you please review the current assessment of my personal property at 1488 Shawna's Place S Fargo. I started with Teresa Ash (city of Fargo) and she went through the process of review for the property and determined that the value was correct based off of her evaluation. I will include the information I had included to her for her review as well as one of the emails describing the notable differences between our home and the adjacent properties. The troubling thing with the newly appraised value is that our property value increase by over 40% whereas adjacent properties only went up in the teens for percentage on their values. I would ask that this new assessment value please be reviewed to see that the value of our home is not \$500,000 + more than the adjacent homes in the area. At the additional appraised \$500,000 taxable value we would have a hard time selling our property verses any of the neighbors properties because there is truly not \$500,000 more value to our home than to others surrounding us that are all very similar in build quality and size.

Thanks you for your time,

Wade & Liz Berreth

11/13/2020 10:10:10 AM
11/13/2020 10:10:10 AM
11/13/2020 10:10:10 AM

SALES LIST AND MARKET

Wade Berreth <wade@fmpowerconnection.com>
o: Teresa Ash <TAsh@fargond.gov>

Sun, Apr 30, 2023 at 12:39 PM

Hi Teresa,

Thanks for coming out to the house to do a recheck on our residence regarding the 2023 appraised property value. I have reviewed the material you included regarding the subject residences that were used to support the new appraised value for my property. Putting more thought into the appraisal of my residence and the proposed value I still believe the value placed on our property is inflated. I will include a spreadsheet of my adjacent neighbors in my cul-de-sac which are all 2-story homes of similar caliber and their comparables. I believe you had stated that our construction "Grade" might be higher than our neighbors but I don't know what would make our home worth \$500,000 more by being a grade higher than adjacent neighbors.

Our lot is actually split up on the pond side by a Fargo Parks pathway. At one point you had made mention that our lot value was higher than our neighbors due to the fact that our property actually extended into the pond. On the flip side we also have a residential lot that is split by a public pathway. I would think that would be a rather uncommon circumstance for a public pathway to divide a residential property in the City of Fargo. The result of having the pathway run through our backyard is that path walkers/bikers do not realize that it's private property on the pond side of the pathway as well. Weekly in the summer there are people that use "our" shoreline to enjoy the pond. I feel like in some ways it's actually a detriment rather than an asset to have our property extend into the pond when a public pathway divides it in half and should be taken into consideration regarding the value of the lot portion of the appraisal.

As far as higher grade of construction between our property and neighboring residences, we have a few items that may bolster that argument, however the below listed items do not equate to the \$500,000 difference in appraised value.

| Pool \$6,000 (value acknowledged in city appraisal worksheet of "like" properties)

| In floor heat system \$30,000

| 2nd furnace and A/C \$14,000

| More cabinets/ built ins \$25,000

| Total \$75,000.00

An additional item of note is that 1474 Shawna's Place lot value actually is slated to go down with the 2023 proposed appraisal.

I believe that there is some room for our residence to have a higher value from the original appraisal after construction to where the 2023 proposed appraisal lies. I am just looking for consistency across the neighborhood. If our taxes go up by X and our neighbors/like houses do not then upon listing (sale) our residence how do we compete in the market when our taxes are \$5K/year more than an adjacent residence of very similar construction? Our home "sale price" would have to be lesser than the proposed appraised to offset the irregularity in the yearly taxes.

We really appreciate your time and going through this process with us!

Thanks,
Wade & Liz Berreth
701-261-1534

[Quoted text hidden]

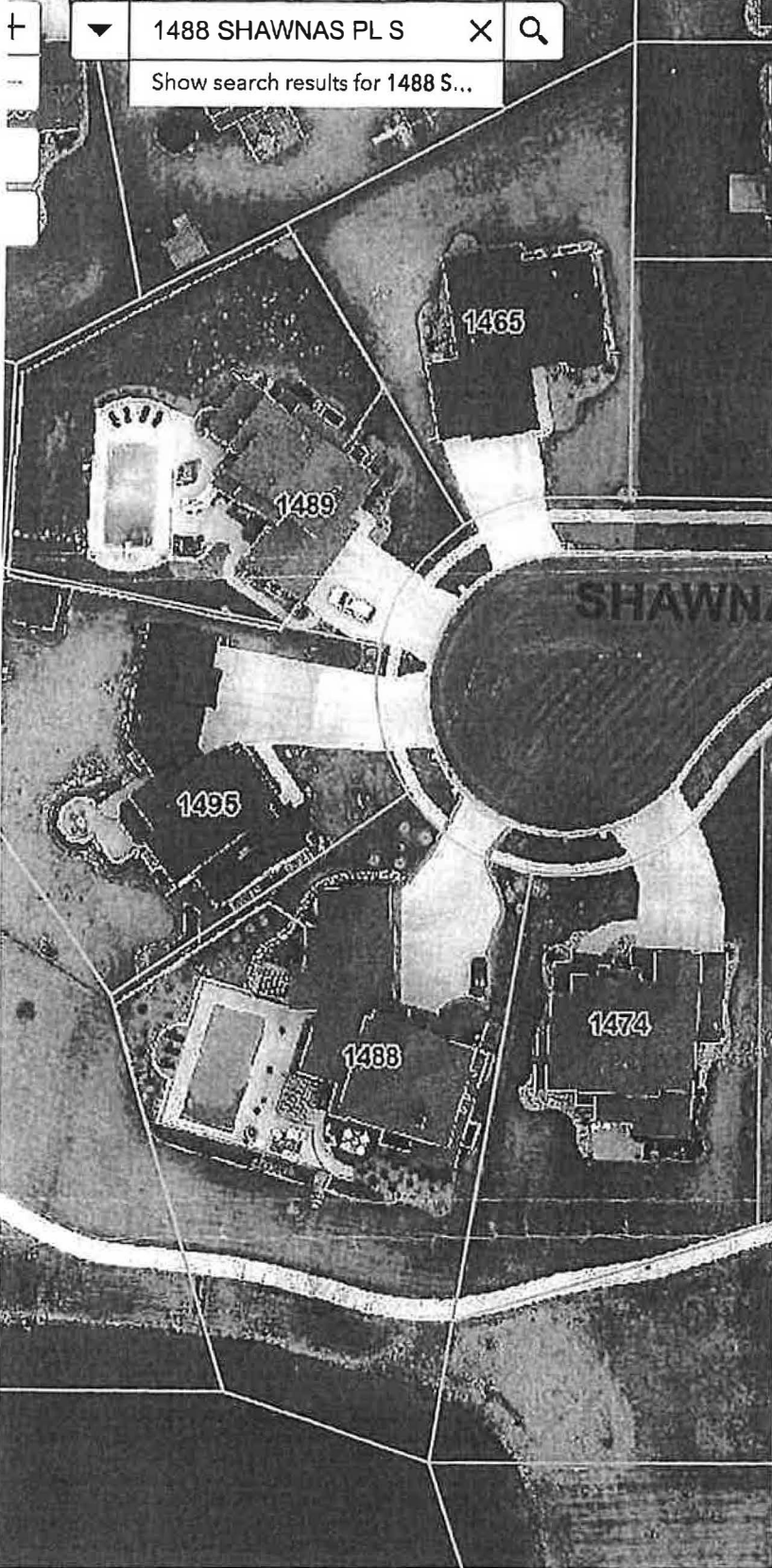
2 attachments

 **1488 overhead view comparables.pdf**
791K

4/28/2023

Shawna's Place Adjacent Residences

Address	Lot size	Lot Value	Main Floor	Residence Total	Appraised Value	Diff. in Appraised Value from 1488
1488 Shawna's Place	24375	\$160,600.00	2221 Sq. Ft.	3287 Sq. Ft.	\$1,323,300.00	\$0.00
1489 Shawna's Place	17091	\$136,500.00	1715 Sq. Ft.	3274 Sq. Ft.	\$821,700.00	\$501,600.00
1474 Shawna's Place	15629	\$109,400.00	1877 Sq. Ft.	3899 Sq. Ft.	\$822,300.00	\$501,000.00
1495 Shawna's Place	15920	\$132,000.00	2239 Sq. Ft.	3104 Sq. Ft.	\$816,100.00	\$507,200.00



Layer List

- AutoCAD Drawings
- Building Footprints
- Schools
- Garbage Collection
- Land Use
- Zoning
- Renaissance Zones
- Opportunity Zones
- Zoning Overlays
- Parks
- Neighborhoods
- Historic Overlays
- Setbacks
- Flood Stages
- 41 Foot WSEIA
- Current/Effective FEMA Floodplains
- Elevation Certificates
- Previous FEMA Floodplains
- Contours 2020
- Contours 2017
- Aerial Photo 2021
- Aerial Photo 2020
- Aerial Photo 2018
- City Limits

60ft



**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 • Alicia R. Farol • William B. Wischer

2

March 28, 2024

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

RE: Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code

Dear Mayor and Commissioners,

Enclosed for your consideration, please find a clean up item relative to the enactment of Article 25-38—Commercial Pedal Car Vehicles. The amendment to section 1-0305(A)(1) is simply to add Article 25-38 to the penalty section.

Suggested Motion: I move to waive receipt of the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, 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.

Please contact me if you have any questions or concerns.

Regards,



Nancy J. Morris

NJM/lmw

Enclosure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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

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

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

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

8 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
9 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
10 state law;

11 NOW, THEREFORE,

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

13 Section 1. Amendment.

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

16 1-0305. Classification of ordinance violations.—

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

- 19 1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense),
20 section 8-0305(A)(1) (cancelled or revoked registration), section 8-0305(A)(2) (fictitious
21 registration), section 8-0305(A)(3) (lending registration plates), section 8-0308
22 (reproducing operator's or driver's license or permit), section 8-0309 (driving under
23 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. _____

1 information and render aid), section 8-0805 (duty upon striking fixture or other property),
2 section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew),
3 section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-
4 0304 (carrying weapons), section 10-0317 (resisting police officer), section 10-0319
5 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal
6 mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324
7 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-
8 0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 12-
9 0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511
10 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529
11 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and
12 sewerage), article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage
13 to minor), section 25-1513(A) (selling/consuming alcohol in vehicle/public), section 25-
14 1513(B) (possessing/consuming alcohol in public building), section 25-1513(C) (minor
15 misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor),
16 section 25-3302 (body art), section 25-3306 (body art unlawful practices); article 25-36
17 (tanning facilities), article 25-38 (commercial pedal car vehicles).

18 * * *

19 Section 2. Effective Date.

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

21 _____
22 Dr. Timothy J. Mahoney, M.D., Mayor

23 (SEAL)

Attest:

First Reading:
Second Reading:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN INTERSTATE BUSINESS DISTRICT ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, on February 6, 2024, the Planning Commission recommended approval of the zoning request; and

WHEREAS, the rezoning changes were approved by the City Commission on March 18, 2024,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of the Interstate Business District Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “AG”, Agricultural, District to “GC”, General Commercial, District with a “C-O”, Conditional Overlay as follows:

1. The following uses are prohibited:
 - a. Detention Facility
 - b. Adult Establishments
 - c. Off-Premise Advertising Signs
 - d. Aviation/Surface Transportation
 - e. Portable Signs
 - f. Crushing of any materials, including concrete, asphalt, and rock or storage of concrete rubble or asphalt rubble (unfinished product)

2. Exterior lighting must meet the standards of Land Development Code Section 20-0704.G.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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3. Off-street parking, loading, vehicular circulation areas, and outdoor storage shall have an all-weather surface. No gravel, crushed concrete, or similar material is permitted.

4. The property shall not be used in whole or in part for storage of rubbish or debris of any kind whatsoever nor for the storage of any property or items that will cause such lot to appear untidy, unclean or unsightly as determined by the Zoning Administrator; nor shall any substance, item or material be kept on any lot that will emit foul odors, including compost sites and fertilizer.

Section 2. The following described property:

Lots Three (3) through Seven (7), and Nine (9), Block One (1) of the Interstate Business District Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from "AG", Agricultural, District to "GC", General Commercial, District with a "C-O", Conditional Overlay as follows:

1. The following uses are prohibited:
 - a. Detention Facility
 - b. Adult Establishments
 - c. Off-Premise Advertising Signs
 - d. Aviation/Surface Transportation
 - e. Portable Signs
 - f. Crushing of any materials, including concrete, asphalt, and rock or storage of concrete rubble or asphalt rubble (unfinished product)
2. Exterior lighting must meet the standards of Land Development Code Section 20-0704.G.
3. The property shall not be used in whole or in part for storage of rubbish or debris of any kind whatsoever nor for the storage of any property or items that will cause such lot to appear untidy, unclean or unsightly as determined by the Zoning Administrator; nor shall any substance, item or material be kept on any lot that will emit foul odors, including compost sites and fertilizer.
4. The developer shall install a three (3) foot-high berm that must be twenty-five (25) feet wide at the bottom and four (4) feet wide at the top along the west side of Lots Three (3) through Seven (7).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 5. The developer shall install trees on the west side of the berm. The trees will be a mixture
2 of deciduous and evergreen trees placed one (1) tree every fifty (50) linear feet of buffer.
3 Deciduous trees shall have a minimum caliper of two (2) inches. Evergreen trees shall
4 have a minimum height of five (5) feet.

5 6. The developer shall install the berm and the required trees installed as one project, prior
6 to building permit issuance on the first project on these lots.

7 Section 3. The following described property:

8 Lots Two (2) and Eight (8), Block One (1) of the Interstate Business District
9 Addition to the City of Fargo, Cass County, North Dakota;

10 are hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District.

11 Section 4. The following described property:

12 Lots Ten (10) through Fifteen (15), Block One (1) of the Interstate Business District
13 Addition to the City of Fargo, Cass County, North Dakota;

14 are hereby rezoned from "AG", Agricultural, District and "LI", Limited Industrial, District with a
15 "C-O", Conditional Overlay, as established by Fargo Municipal Ordinance No. 4020, to "LI",
16 Limited Industrial, District, repealing and re-establishing the "C-O", Conditional Overlay as
17 follows:

18 1. The following uses are prohibited:

- 19 a. Detention Facility
- 20 b. Adult Establishment
- 21 c. Aviation/Surface Transportation
- 22 d. Portable Signs
- 23 e. Crushing of any materials, including concrete, asphalt, and rock or storage of
concrete rubble or asphalt rubble (unfinished product)

2. Exterior lighting must meet the standards of Land Development Code Section 20-0704.G.

3. The property shall not be used in whole or in part for storage of rubbish or debris of any
kind whatsoever nor for the storage of any property or items that will cause such lot to

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 appear untidy, unclean or unsightly as determined by the Zoning Administrator; nor shall
2 any substance, item or material be kept on any lot that will emit foul odors, including
3 compost sites and fertilizer.

4 4. The maximum height of any off-premise sign is limited to thirty-five (35) feet.

5 5. The total number of off-premise signs is limited to four (4), including the existing
6 billboard on proposed Lot Ten (10), Block One (1). No more than three (3) of these off-
7 premise signs can be digital, including the existing billboard on proposed Lot Ten (10),
8 Block One (1).

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

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

13 _____
14 Dr. Timothy J. Mahoney, M.D., Mayor

15 (SEAL)

16 Attest:

17 _____
18 Steven Sprague, City Auditor

19 First Reading:
20 Second Reading:
21 Final Passage:



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

pd
 4a

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 St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) 06/24/2024	
Organization or Group Contact Person Liz Bassett		E-mail liz.bassett@jp2schools.org	Telephone Number 701-893-3242
Business Address 5600 25th Street S		City Fargo	State ZIP Code ND 58104
Mailing Address (if different)		City	State ZIP Code

SITE INFO

Site Name Shanley High School		County Cass	
Site Physical Address 5600 25th Street S		City Fargo	State ZIP Code ND 58104
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.) June 24, 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
RAFFLE	SEE ATTACHED FOR PRIZES AND VALUES	
Total (limit \$40,000 per year)		\$ 3,786.98

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support Shanley Athletic Programs and needs

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: **\$11,950.00** (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number O: 701-893-3242/C: 301-741-6637	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer 	Title Special Events Coordinator	Date 03/14/2024



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

paid

46

4/1/24

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 Make-A-Wish Foundation of North Dakota		Dates of Activity (Does not include dates for the sales of tickets) 4/13/24	
Organization or Group Contact Person Victoria Schrantz	E-mail vschrantz@northdakota.wish.org	Telephone Number 701-280-9474	
Business Address 4143 26th Ave S, Suite 104	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn Fargo	County
Site Physical Address	City Fargo
	State ND
	ZIP Code 58104

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 - 4/13

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

Game Type	Description of Prize	Exact Retail Value of Prize
Wine Pull	One bottle of wine per ticket purchase (100 bottles)	\$3,759.00
Gift Card Grab	One gift card per ticket purchase	\$20-\$500
Wish Upon a Star <i>Raffle</i>	A chance at one of five prizes per ticket purchase (75 stars)	\$0-\$2,500
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Granting wishes to children with critical illnesses

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: **\$7,238.39** (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 Victoria Schrantz	Telephone Number 701.280.9474	E-mail Address vschrantz@northdakota.wish.org
Signature of Organization Group's Permit Organizer <i>V. Schrantz</i>	Title Senior Manager, Communications and Development	Date 2.22.24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (4/2023)

4c

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

Games to be conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddiewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddiewheels 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 Milk Made		Dates of Activity (Does not include dates for the sales of tickets) 4/9/24	
Organization or Group Contact Person Megan Lewis	E-mail megan.milkmade@gmail.com	Telephone Number 7013020440	
Business Address 612 23rd St S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) Same as above	City Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name Milk Made		County Cass	
Site Physical Address 612 23rd 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)
April 9, 2024, looking at doing one once a quarter to donate for non-profits.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Cheese grab bags <i>8 @ 25.00 ea</i>	<i>\$ 200.00</i>
Bingo	Black out Bingo: Platter package	\$150
Total (limit \$40,000 per year)		\$ <i>350.00</i>

Intended Uses of Gaming Proceeds
Donation to local non-profits

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 Megan Lewis	Title Owner	Telephone Number 701-302-0440	E-mail Address megan.milkmade@gmail.com
Signature of Organization or Group's Top Official <i>Megan Lewis</i>		Title Owner	Date 3/22/24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (2-2023)

4d

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo North High School		Dates of Activity (Does not include dates for the sales of tickets) 4/13/2024	
Organization or Group Contact Person Dan Shultis	E-mail shultid@fargo.k12.nd.us	Telephone Number 701-446-2407	
Business Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo North High School	County Cass
Site Physical Address 801 17th Ave North	City Fargo
	State ND
	ZIP Code 58102

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

4/13/2024 - High School Prom 50/50 Raffle

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Winner receives half the prize money	1,000.00
	Total (limit \$40,000 per year)	\$ 1,000.00

Intended Uses of Gaming Proceeds

Will go towards the Prom budget for the following school year.

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

Name Dan Shultis	Title Assistant Principal/Activities	Telephone Number 701-446-2407	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official		Title Assistant Principal/Activities Coordinator	Date 6/2/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

4e

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group YWCA Cass Clay		Dates of Activity (Does not include dates for the sales of tickets) April 22, 2024	
Organization or Group Contact Person Erin Prochnow	E-mail eprochnow@ywcacassclay.org	Telephone Number 701-232-2547	
Business Address 4650 38th Ave S, Suite 110	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Delta by Marriott	County Cass
Site Physical Address 1635 42nd St SW	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 and Raffle Board, April 22, 2024

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	One week stay for 4 at a condo in Scottsdale, AZ + \$500 spending cash	2,500.00
Raffle	7 raffle items (see attached)	4,883.00
Total (limit \$40,000 per year)		\$ 7,383.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
All proceeds benefit YWCA emergency shelter programs and operations.

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: **2,686.78** (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 Erin Prochnow	Telephone Number 701-232-2547	E-mail Address eprochnow@ywcacassclay.org
Signature of Organization Group's Permit Organizer 	Title CEO, YWCA Cass Clay	Date 03/27/2024



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

4f

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 St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) April 27, 2024	
Organization or Group Contact Person Liz Bassett	E-mail liz.bassett@jp2schools.org	Telephone Number 701-893-3242	
Business Address 5600 25th Street S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Delta Hotel by Marriott, Fargo		County Cass	
Site Physical Address 1635 42nd Street	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.)
Various Raffles April 27, 2024

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Cash	\$1,500
Raffle	Necklace	\$1,700
Raffle	Gift Card	\$250
Total (limit \$40,000 per year)		\$ \$7,850

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Fund necessary items in JPIL daily operations.

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: **\$11,450** (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 Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer 	Title Special Events Coordinator	Date 03/28/2024



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

59

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

Full, Legal Name of Gaming Organization
Jon Greenley Amvets Post # 7

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 Amvets			
Street 1001 1st Ave S.	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" 0
Specific location where games of chance will be conducted <u>and</u> played at the site (required) West Wall - Where Alcohol can be Served			
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 checked="" type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" 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 04/01/2024

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)

56

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

Full, Legal Name of Gaming Organization
Jon Greenley Amvets Post # 7

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
Hi - Ho Burgers & Brews

Street 3051 25th St S	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" 0
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Specific location where games of chance will be conducted and played at the site (required)
South Wall - South Addition Bar Side

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 type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> ELECTRONIC Pull Tab Device | | |

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 **04/01/2024**

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)

5c

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
The Northern

Street 325 North 10th St	City FARGO	ZIP Code ND	County Cass
Beginning Date(s) Authorized April 1st 2024	Ending Date(s) Authorized June 30, 2024	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)
First floor room next to front entrance, see current location

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 04/01/2024
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)

5d

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

Full, Legal Name of Gaming Organization
METRO SPORTS 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
THE BOWLER

Street 2360 UNIVERSITY DR	City FARGO	ZIP Code 58103	County CASS
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Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25	Number of Twenty-One tables, if zero, enter "0" 6
---	---	---

Specific location where games of chance will be conducted and played at the site (required)
MACHINES AND BJ TABLES ARE LOCATED AND PLAYED IN BAR AREA, EXPECT THE 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 checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" 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)
---	---------------------------------

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/1/24

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)

5e

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

Full, Legal Name of Gaming Organization

METRO SPORTS 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

TWIN PEAKS

Street 1515 42ND 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" 2
---	---	---

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

MACHINES AND BJ TABLES ARE LOCATED AND PLAYED IN BAR AREA, EXCEPT 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

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input 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 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)

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/1/24

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)

5f

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

Full, Legal Name of Gaming Organization
METRO SPORTS 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

SCHEELS ARENA

Street 5225 31st ave 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" 0
---	---	---

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

LOBBY OF ARENA

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

FARGO FORCE GAMES AND ANY OTHER UNSCHEULED RAFFLE DRAWINGS DETERMINED BY MSF

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/1/24

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)

5g

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

Full, Legal Name of Gaming Organization
METRO SPORTS 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
ALIBI LOUNGE

Street 1340 21ST 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" 4	

Specific location where games of chance will be conducted and played at the site (required)
MACHINES AND BJ TABLES ARE LOCATED AND PLAYED IN BAR AREA, EXCEPT 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

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input 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 checked="" 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 checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted) _____ Hours of gaming (if restricted) _____

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/1/24
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

6

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - Through February 29, 2024
 Amounts shown in thousands

	YTD Budget		YTD Actual		YTD Variance
REVENUES:					
1 Taxes	\$ 22,077	\$	20,536	\$	(1,541)
2 Licenses & Permits	1,018		454		(564)
3 Intergovernmental Revenue	844		131		(713)
4 Charges for Services	1,430		948		(482)
5 Fines & Traffic Tickets	198		172		(26)
6 Interest	658		1,490		832
7 Miscellaneous Revenue	175		65		(110)
8 Transfers In	2,171		2,171		-
Total Revenues	\$ 28,571	\$	25,967	\$	(2,604)
EXPENDITURES:					
9 General Government	\$ 5,202	\$	5,071	\$	131
10 Public Safety	7,159		6,561		599
11 Public Works	2,536		2,017		519
12 Health & Welfare	2,312		2,165		147
13 Culture & Recreation	852		810		42
14 Economic Development	85		50		35
15 General Support	261		217		44
16 Capital Outlay	34		62		(28)
17 Operating Transfers	63		-		63
18 Contingency (Salary Savings)	(227)		1		(229)
Total Expenditures	\$ 18,277	\$	16,954	\$	1,323
Revenue Over (Under) Expenditures	\$ 10,294	\$	9,013	\$	(1,281)

7

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-21-A0 Type: Contract Amendment #2
Location: University Dr & 52nd Ave S Date of Hearing: 3/25/2024

Routing Date
City Commission 4/1/2024
PWPEC File X
Project File Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Contract Amendment #2 submitted by Houston Engineering in the amount of \$85,500.00 for additional work.

Staff is recommending approval of Contract Amendment #2 in the amount of \$85,500.00, bringing the total contract amount to \$279,000.00.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #2 in the amount of \$85,500.00, bringing the total contract amount to \$279,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

Table with columns: COMMITTEE, Present, Yes, No, Unanimous. Rows include 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

Handwritten signature of Tom Knakmuhs, P.E. City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM,
Engineer II Storm Sewer/Floodplain
Date: March 18, 2024
Re: Project #FM-21-A0 Red River Erosion Protection & Bank Stabilization Amendment #2

Fargo, through their consulting engineer, Houston Engineering, has been constructing the Red River Bank Stabilization Project near south University Drive and 52nd Avenue South. Part of this project includes reconstructing the north lane of 52nd Avenue South east of University Dr. The duration of construction in 2023 extended late into the fall due to utility conflicts in the slope stability area which resulted in the north lane reconstruction moving into the 2024 season. Due to these reasons the amount of construction administration has increased.

The Houston Engineering submittal for the additional design work increases their contract from \$193,500 to \$279,000.00 based upon hourly not to exceed services.

Engineering believes the proposal is reasonable and recommends authorization of the work. Funding will come from Sales Tax Funds-Flood Control-460.

Recommended Motion:

Approve Task Order Amendment #2 in the amount of \$85,500.00 to Houston Engineering, Inc. for Project #FM-21-A0.

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 14, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: FM-21-A0 Red River Erosion Protection & Bank Stabilization
- B. Description: This Task Order is for the design engineering services for FM-21-A0 which will include Red River Bank Stabilization and erosion protection in the area of South University Drive at 52 Avenue South.
- C. Amendment No. 1: This amendment to the task order covers the added work due to added construction roadway work on 52nd Avenue that extends construction into two seasons as outlined in the attached Houston Engineering proposal.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the amendment number 2 to Task order No. 7 submitted by Houston Engineering. Added construction administration work proposal is attachment A of this amended Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 14, 2019.

4. Times for Rendering Services

Phase	Completion Date
Phase 1: 30% Design	March 5, 2021
Phase 2: 90% Plans	April 2, 2021
Phase 3: 100% Plans	Late Summer 2022
52 nd Ave Design added work	Late Summer 2022
52 nd Ave Added constr admin work	Summer 2024

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1: Project Development	Hourly Not to Exceed	\$68,500.00
Phase 2: Construction Admin, Insp, & Survey	Hourly Not to Exceed	\$95,000.00
Amend # 1 52 nd Ave Design	Hourly Not to Exceed	\$30,000.00
Amend #2 52 Ave S Const admin	Hourly Not to Exceed	\$85,500.00
		Total Services revised = \$279,000.00

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Proposal for amendment No. 2

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order amendment is April 18, 2022.

Owner:

Engineer:

By: _____

By: Jerry Bents

Name: Dr. Tim Mahoney

Name: Jerry Bents, PE

Title: Mayor

Title: Vice President, Principal-In-Charge

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Roger E. Kluck, PE, CFM

Name: Michael P. Love, PE

Title: Engineer II

Title: Project Manager

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission



HOUSTON ENGINEERING TASK ORDER NO. 7

AMENDMENT NO. 2 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-21-A0 – Red River Erosion Protection & Stabilization
HE Project No. 6059-0186

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is for additional Professional Engineering services necessary for construction administration, observation, staking, and testing for the above referenced project. The additional services required are broken down by task in the following sections.

Construction Phase

Our original proposal for the Construction Administration Phase of the project was based on 3 months (12 weeks) of construction assuming 50 hours per week for construction observation. Addition of the 52nd Ave S street repair work and the expanded scope of the bank stabilization zone resulted in the project spanning 2 construction seasons. The duration of construction in 2023 was 16 weeks and extended later than expected due to utility conflicts in the slope unloading area. In 2024, we expect an additional 7 weeks of construction to complete the remaining project work. This brings the total anticipated construction duration to 23 weeks. In addition, the addition of the 52nd Ave S work will result in additional staking and construction material testing that was not anticipated in the original proposal. The following proposed budget amendment is being requested for the additional construction administration, observation, staking, testing, and close-out resulting from the actual construction duration and the addition of the 52nd Ave S street repair work.

Construction Phase Budget Amendment \$85,500

Page 2

Basis of

Proposal: This amendment covers the additional services as described above.

Fee: The total budget for the above described tasks is \$85,500. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 14, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the additional work outlined above.

HOUSTON ENGINEERING, INC.



Michael P. Love, PE
Project Manager

8

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-B3 Type: Xcel Service & Transformer
Location: Lift Stations 11/57 (Trollwood Area) Date of Hearing: 3/25/2024

Routing Date
City Commission 4/1/2024
PWPEC File X
Project File Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding an upgrade to the existing Xcel power service and transformer for Project No. NR-24-B3.

Project No. NR-24-B3 replaces two existing storm lift stations with one new larger lift station. As part of the project Fargo will need to upgrade the existing power service and transformer. The cost for Xcel to complete the work is \$8,004.80. Funding will come from Flood Sales Tax - 460.

Staff is recommending approval of payment to Xcel Energy in the amount of \$8,004.80.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of payment to Xcel Energy in the amount of \$8,004.80 for power service and transformer for Project No. NR-24-B3.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment to Xcel Energy in the amount of \$8,004.80 for power service and transformer for Project No. NR-24-B3.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Table with 2 columns: 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). Rows: Yes, No, N/A.

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows for committee members: 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

Handwritten signature of Tom Knakmuhs, P.E. City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM,
Engineer II Storm Sewer/Floodplain
Date: March 18, 2024
Re: Project #NR-24-B3 Lift Station Rehab/Reconstruction Storm Lift Station 11/57 Trollwood Area

This project has been bid and the project awarded to Key Contracting and Sun Electric. This project will replace two existing storm lift stations with one new larger lift station. As part of this project Fargo needs to upgrade the existing XCEL power service and transformer.

XCEL has provided the attached documentation to describe the upgrades to the transformer for the new storm lift station. The net cost from XCEL is \$8,004.80. XCEL requires that new construction work requires payment to be submitted with application before work will take place.

Engineering believes the proposal is reasonable and recommends authorization of the work. Funding will come from Sales Tax Funds-Flood Control-460.

Recommended Motion:

To approve a payment of \$8,004.80 to XCEL Energy and to authorize the mayor to sign the work authorization.



STATEMENT OF WORK REQUESTED

DATE: MARCH 18, 2024
 WORK REQUESTED BY: CITY OF FARGO
 WORK LOCATION: 103 36TH AVE N, FARGO, ND 58102
 ADDRESS: 255 4TH ST N
FARGO, ND 58102

CONSISTING OF:

XCEL ENERGY WILL UPGRADE THE STORM WATER PUMP TRANSFORMER AT THIS LOCATION TO A 3 PHASE 150KVA 277/480 VOLT TRANSFORMER FOR STORM WATER PUMP UPGRADE WORK WITH THE CITY OF FARGO.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay


(\$ 8,004.80)

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by

Destin Cole



XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable):
By: Travis Lill Digitally signed by Travis Lill Date: 2024.03.18 07:41:05 -05'00'	Authorized Signer (see signing options below*): Signing Option 1 <input type="checkbox"/> AGREE Signing Option 2 (Signature below) By: 
Printed Name: Travis Lill	Printed Name: <i>Tom Kuekumhs</i>
Title: DESIGN MANAGER	Title (if applicable): <i>City Engineer</i>
Date: 03/18/2024	Date: <i>3/26/2024</i>

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

FOR XCEL ENERGY USE

Xcel Energy Representative Destin Cole Xcel Energy Work Order # 14373428

Construction \$	Removal \$	Total \$
<u>8,004.80</u>	<u> </u>	<u>8,004.80</u>

Form 17-7012

ADDITIONAL DETAILS:

Roger Kluck

From: NSPM Design CIAC <NSPMDesignCIAC@xcelenergy.com>
Sent: Monday, March 18, 2024 10:23 AM
To: Roger Kluck
Subject: Xcel Energy Customer Information Packet (Email 1 of 2)- 103 36TH AVE N, FARGO, ND 58102
Attachments: SN14373428_DN1163996_NSPM Customer Packet.pdf

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



Thank you for choosing Xcel Energy as your energy provider. Attached is the Xcel Energy Information Packet for your project. Signed contract and full payment are required before work can be scheduled.

Review, Sign, and Return the Signed Packet to me at THIS email.

This is Email 1 of 2 containing an attachment with a partial Customer Number. Email 2 of 2 will contain your full Customer Number which you will need to reference in order to pay for this project. It does take 24-48 hours to post this charge to your account. Please keep this in mind when making payment.

For Contract & Billing Questions:

Cindy Blodgett

Xcel Energy

NSPM CIAC Specialist

E: NSPMDesignCIAC@XcelEnergy.com

P: 715.852.5809

For Construction & Design Questions:

Destin Cole

Xcel Energy | Responsible By Nature

Distribution Designer I

2302 Great Northern Drive, Fargo, ND 58102

P: 7012418645

E: Destin.Cole@xcelenergy.com

Account No. XX-0014848181-X
Job No. 14373428
Job Address 103 36TH AVE N
FARGO, ND 58102



Northern States Power Company - Minnesota
2302 Great Northern Drive
Fargo, ND 58102

Dear CITY OF FARGO

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for:

- * Relocation of Gas and/or Electric Facilities

Your portion of the cost of this project is \$8,004.80. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Design Operations Specialist by email at NSPMDesignCIAC@xcelenergy.com or U.S. Postal Service to their address listed at the bottom right of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**

- * Statement of Work Request 17-7012

➤ **Additional enclosures:**

- * Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Destin Cole
Distribution Designer I
2302 Great Northern Drive
Fargo, ND 58102
Xcel Energy
Destin.Cole@xcelenergy.com
7012418645

Mailing Address for Documents:

Xcel Energy
ATTN Design Operations Specialist
PO Box 8
Eau Claire, WI 54702-0008



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.80 fee per transaction*
 - *No fee for Wisconsin and Michigan residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

**If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.*

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 4176
Carol Stream, IL 60197-4176

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

Roger Kluck

From: NSPM Design CIAC <NSPMDesignCIAC@xcelenergy.com>
Sent: Monday, March 18, 2024 10:23 AM
To: Roger Kluck
Subject: Xcel Energy Customer Information Packet (Email 2 of 2)

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



Thank you for choosing Xcel Energy as your energy provider. This is Email 2 of 2 containing your full Customer Number.

Your customer number for this project is: **51-0014848181-1**

Please use this as your reference number when making a payment for your project.

You **MUST** include your entire customer number on your check when sending your payment through the mail as shown in the example below.

A sample check stub with the following fields: 'PAY TO THE ORDER OF' followed by a blank line, a dollar sign followed by a blank box, 'DOLLARS', 'MEMO' followed by the customer number '50-0012345678-9', and a MICR line at the bottom.

For Contract & Billing Questions:

Cindy Blodgett

Xcel Energy

NSPM CIAC Specialist

E: NSPMDesignCIAC@XcelEnergy.com

P: 715.852.5809

March 15, 2024

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

Re: Purchase Agreement – Project #FP-19-A

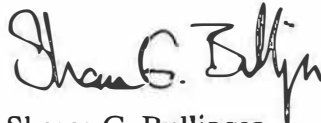
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the fee acquisition of property for the Southwest Metro Storm Water Master Plan in association with Project #FP-19-A. 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 the fee acquisition of property for the Southwest Metro Storm Water Master Plan from Tones, LLC in association with Project #FP-19-A.

Please return a copy of the signed purchase agreement.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey McNary

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is made and entered into by and between the City of Fargo, a North Dakota municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, as Buyer, and Tones, LLC, a North Dakota limited liability company, 5522 36th Street South, Fargo, North Dakota 58104, as Seller.

Seller and Buyer hereby agree as follows:

1. Real Estate. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following described real property located in Cass County, North Dakota ("Property"):

That part of the Northwest Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Northwest Quarter; thence South 01°39'56" East, along the easterly line of said Northwest Quarter, for a distance of 2644.47 feet to the southeast corner of said Northwest Quarter; thence South 87°35'13" West, along the southerly line of said Northwest Quarter, for a distance of 195.01 feet; thence North 01°39'56" West for a distance of 2262.96 feet; thence North 47°29'46" West for a distance of 230.00 feet; thence North 01°39'56" West for a distance of 218.58 feet to a point of intersection with the northerly line of said Northwest Quarter; thence North 87°30'14" East, along the northerly line of said Northwest Quarter, for a distance of 360.00 feet to the point of beginning.

Said tract contains 12.973 acres, more or less, and is subject to easements as may be of record.

2. Purchase Price. Seller and Buyer agree that the purchase price for said Property shall be the sum of Five Hundred Sixty-Five Thousand One Hundred Four Dollars and no/100 (\$565,104.00). The Purchase Price is to be paid to Seller at closing in cash or certified funds and upon delivery of a Warranty Deed warranting title and conveying the Property to Buyer, free and clear of all liens and encumbrances, except all covenants, conditions, restrictions, reservations of mineral rights, easements, and right of ways of record.

3. Stockpile and Temporary Easement. Buyer is acquiring the Property as part of the Southwest Metro Pond system and intends to incorporate approximately 50,000 cubic yards of fill to the Property. As part of this transaction, Seller agrees to allow Buyer to stockpile approximately 50,000 cubic yards of clay fill on real property owned by Seller which is immediately adjacent to the Property to the west. The location of the clay stockpile is depicted in the attached Exhibit A. Buyer and Seller hereby agree that Seller shall grant unto Buyer a temporary easement allowing the clay stockpile, with the precise location and duration to be determined by agreement of the parties.

4. Risk of Loss. All risk of loss or damage to the Property prior to the Closing Date, including, without limitation, loss by fire, windstorm, or other casualty (collectively, a "Casualty") or by condemnation, eminent domain or similar proceedings or threat thereof (collectively, a "Taking"),

shall rest with Seller. If, prior to the Closing Date, the Property is the subject of a Casualty or Taking, Seller shall give Buyer written notice thereof and Buyer shall have the option, exercisable on or before the Closing by written notice to Seller, to elect to either: (i) renegotiate any and all terms of this Agreement; (ii) accept title to the Property without any reduction of the Purchase Price, in which event, at the Closing, Seller shall assign to Buyer (and Seller shall deliver to Buyer any monies received by Seller) any insurance or condemnation proceeds payable to Seller or its successors or assigns by reason of such Casualty or Taking; or (iii) terminate this Agreement.

In the event Buyer shall fail to exercise any such option, Buyer shall be deemed to have elected the option set forth in the foregoing clause (ii).

5. Closing Date. Closing shall take place as soon as possible with the specific date to be agreed upon by the parties hereto. Buyer shall take possessions of the real estate on the day of Closing.

6. Default. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice thereof to Buyer. If Buyer fails to cure such default within thirty (30) days after notice of cancellation, then this Agreement will terminate, and upon such termination Seller may pursue any damages incurred. If Seller defaults under this Agreement, Buyer shall give Seller written notice of such default, and if Seller fails to cure such default within fifteen (15) days following such notice, Buyer shall have the option to elect to (i) terminate this Agreement, or (ii) pursue an action for specific performance of this Agreement and any damages available at law or in equity.

7. Taxes and Assessments. Real estate taxes and installments of special assessments for 2024 shall be prorated between Buyer and Seller, based on the most current tax information available from the County Treasurer, as of the date of Closing.

8. Abstract. Seller shall furnish Buyer, at least 30 days prior to closing, a duly certified abstract of title to the Property. The Buyer shall have the abstract updated and then shall have 10 days after receiving the updated abstract to examine the abstract of title and within said period of time shall promptly notify Seller of all objections thereto in writing. If the title to the Property is unmarketable, the Seller shall have a period of 30 days within which to correct title thereto to the satisfaction of Buyer. If title of the Property is unmarketable and cannot be made marketable within said period of thirty (30) days or such further time as may be extended by Buyer, Buyer at its option shall be entitled to rescission of this Agreement.

9. Warranties. Seller conveys the real estate, buildings and all personal property, if any, at the time of closing "as is" and "where is". Buyer also acknowledges that it is taking the Property subject to all building and zoning laws, ordinances, restrictions relating to the use and improvements of premises, utility and drainage easements.

10. Closing Costs. As specifically agreed between the parties:

Seller agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of recording any instrument required to clear title including but not limited to satisfaction of prior liens and encumbrances; and
- b. Its own attorney's fees.

Buyer agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of survey, if necessary;
- b. Cost of updating abstract of title;
- c. Cost of recording the Warranty Deed;
- d. Cost of preparing this Agreement and the Warranty Deed;
- e. Cost of obtaining a Title Opinion;
- f. Its own attorney's fees; and
- g. Any closing fees.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

11. Notice. All notices given or required to be given under this Agreement shall be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by electronic mail, read receipt requested, to the following addresses: If to Buyer, notices shall be sent to City of Fargo – Engineering Department, Attn: Shawn Bullinger, 225 4th Street North, Fargo, ND 58102, and, if to Seller, notices shall be sent to Tones, LLC, Attn: Don Dabbert, 5522 36th Street South, Fargo, ND 58104. Such notices shall be deemed delivered on the day which they were received.

12. Entire Agreement. This Purchase Agreement shall constitute the entire agreement between Seller and Buyer and supersedes any and all other written or oral agreements between Seller and Buyer. This Purchase Agreement may be modified only in writing signed by Seller and Buyer.

13. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Governing Law. This Purchase Agreement shall be governed by the laws of the State of North Dakota.

15. Additional Instruments and Further Assurances. The parties agree from time to time, upon written request, to execute and deliver such other instruments of transfer, assignment, and conveyance and to take such other action as either party may reasonably request to more effectively vest ownership of the Property in Buyer and to put Buyer in possession of all the Property. Both parties agree to, from time to time, execute and deliver to the other party such additional instruments and to take such additional actions as either party may reasonably request to evidence the covenants, agreements, and obligations of the parties hereunder.

16. Construction. Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against any party on the basis of that party being the drafter of such terms. Each party represents that they are an equal drafter of this Agreement and no ambiguity shall be construed against any party.

17. Counterparts. This Agreement may be executed in counterparts. In order to expedite the transaction contemplated herein, signatures sent by .PDF via e-mail may be used in place of original signatures on this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records. Seller and Buyer intend to be bound by the signatures on each .PDF document, are aware that the other party will rely on the .PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature.

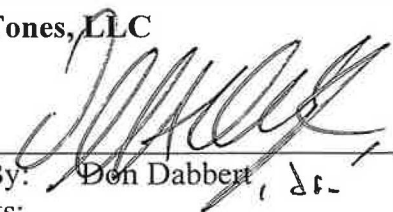
18. Time. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

19. Partial Invalidity. If any portion of this Agreement shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, so long as the transaction contemplated hereby may be consummated in accordance with the surviving provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER:

Tones, LLC


By: Don Dabbert, d.c.
Its:

Date: 3-15-24

BUYER:

**City of Fargo, North Dakota
a municipal corporation**

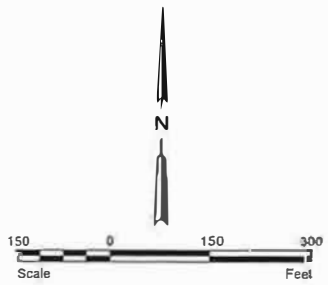
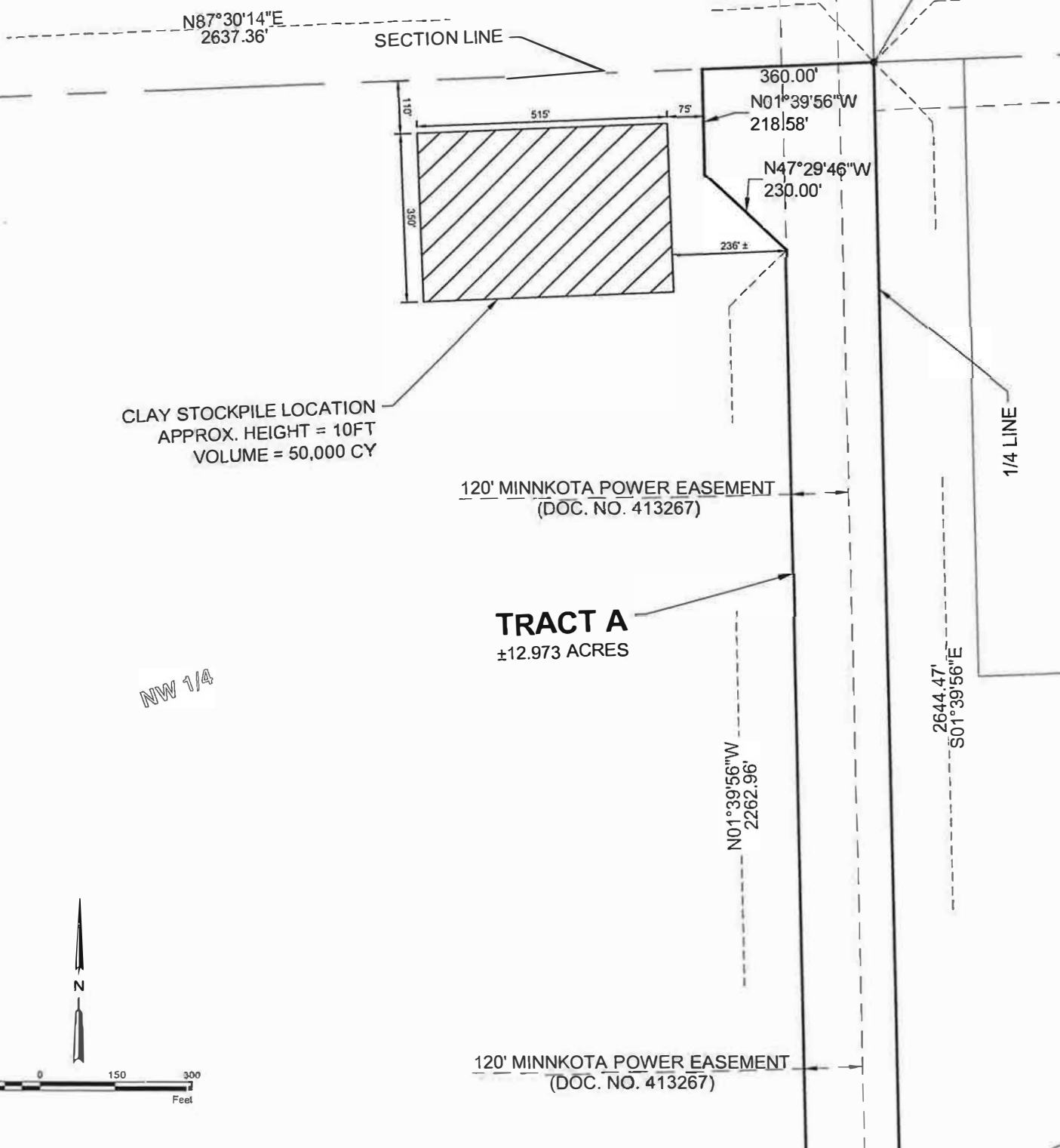
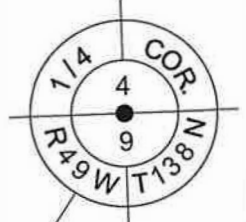
Date: _____

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

ATTEST:

Steven Sprague, City Auditor

Exhibit "A"



	Drawn by MPL	Date 1-25-24	CITY OF FARGO PART OF THE NW 1/4, SECTION 9, T138N, R49W CASS COUNTY, NORTH DAKOTA	TONES PROPERTY CLAY STOCKPILE EXHIBIT PROJECT NO. 6059-0168	SHEET 1 OF 1
	Checked by MPL	Scale AS SHOWN			

REPORT OF ACTION

10

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement

Location: 650 NP Avenue

Date of Hearing: 3/25/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/1/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding an Encroachment Agreement with NDSU Foundation for existing window wells within the City of Fargo right of way.

Staff is recommending formalizing this encroachment and waiving the application fee and annual fee due to a grandfathered exemption.

On a motion by Ben Dow, seconded by Ryan Erickson, the Committee voted to recommend approval of the Encroachment Agreement with NDSU Foundation for existing window wells within City of Fargo right of way at 650 NP Avenue and waiving the fees.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with NDSU Foundation for existing window wells within City of Fargo right of way at 650 NP Avenue and waiving the fees.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input 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: Matthew Jennings, ROW Management
Date: March 20, 2024
Re: Encroachment Agreement 650 NP Avenue

Background:

While Engineering has been designing the NP Avenue Reconstruction Project, it was discovered that the building at 650 NP Avenue has a series of encroaching window wells on the west side of the building. We spoke with representatives from the Foundation and discovered these window wells are there to provide natural light to the basement of the building which the owners desire to keep in place.

Attached is an Encroachment Agreement with NDSU Foundation at 650 NP Avenue. This is to memorialize an encroachment for existing window wells which are within the City of Fargo right of way.

Recommended Motion:

Recommend approval of the Encroachment Agreement with NDSU Foundation.

MCJ/klb

ENCROACHMENT AGREEMENT
(Window Wells)

THIS AGREEMENT, made and entered into, by and between the City of Fargo, a municipal corporation (hereinafter referred to as “City”), and NDSU Development Foundation, hereinafter referred to as “NDSU Foundation” or “Owner”,

WHEREAS, NDSU Foundation owns real property located at 650 Northern Pacific Avenue North in Fargo, ND. The property is commonly known as NDSU Renaissance Hall.

WHEREAS, a portion of Renaissance Hall encroaches upon the public right-of-way (described below). The encroachment consists of the basement window well accesses on the west side of Renaissance Hall.

WHEREAS, NDSU Foundation and the City would like to memorialize the existing encroachment on a portion of the public right-of-way as hereinafter particularly described.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. NDSU Foundation, its successors and assigns, are hereby granted the right to encroach and use a portion of the public right-of-way, said encroachment being for the purpose of maintaining basement window well accesses on the west side of the Renaissance Hall building. The window well accesses extend approximately 4' onto the public right-of-way.

The legal description of the encroaching property is as follows:

UNPLATTED - BNSF THAT PT OF NW 1/4 OF SEC 7-139-48 DESC AS FOLL: COMM AT NE COR OF SD NW1/4 THN S 87DG53'56"" W (ASSM BRG) ALG N LN OF SD NW1/4 A DIST OF 754.23' TO NLY EXT OF E LN OF 80' WIDE 8 ST IN CITY OF FARGO THN S 02DG29'00"" W ALG SD NLY EXT 44.84' TO A PT IN S LN OF NP AVE & TRUE PT OF BEG OF PARCEL OF LD BEING DESC, THN N 87DG47'33"" E ALG SD S LN OF NP AVE 176.48 FT; THEN S 02 DEG 29 MIN 00 SEC W 115.27 FT; THEN S 87DG30'57"" E 23.44' THN S 02DG29'00"" W 132.83' TO INTER W/A LN DRAWN PARA W/& 50' NORMALLY DIST NLY FRM BNSF RR CO MOST NLY MAIN TRK CNTRLN AS NOW LOC & CONST THN N 87DG30'57"" W ALG SD PARA LN 199.33' TO E LN OF SD 8TH ST THN N 02DG29'00"" E 233.61' TO TRUE PT OF BEG & COMM AT NE COR OF SD NW1/4 THN S 87DG57'56"" W (ASSM BRG) ALG N LN OF SD NW1/4 A DIST OF 754.23' TO NLY EXT OF E LN OF 80' WIDE 8TH ST IN CITY OF FARGO THN S 02DG29'00"" W ALG SD NLY EXT 44.84' TO A PT IN S LN OF NP AVE, THN N 87DG47' 33"" E ALG SD S LN OF NP AVE 176.48' TO TRUE PT OF BEG THEN N 87 DEG 47 MIN 33 SEC E, ALG SD S LN OF NP AVE, 23.52 FT; THEN S 02 DEG 29 MIN 00 SEC W 117.14' THN N 87DG30'57"" W 23.44' THN 02DG29'00"" E 115' TO TRUE PT OF BEG EASEMENT DESC: THAT PT OF NW1/4 OF SEC 7 139-49 DESC AS FOLL: COMM AT NE COR OF NW1/4 THN S 87DG83'58"" W ASSM BRG ALG N LN OF NW1/4 754.23' TO E LN OF 8TH ST THN S 02DG29'00"" W 303.03' ALG E LN OF SD 8TH ST TO APT 23.42' N OF CNTRLN OF N BNSF RAIL TRK PT OF BEG OF EASEMENT TO BE DESC THN REVERSING N 02DG29'00"" E 26.58' ALG E LN OF SD 8TH ST THN S 87DG 30'57"" E 199.33' ALG A LN PARA W/& 50' N OF N BNSF RAIL TRK THN S 02DG29'00"" W 28.58' THN 87DG30'5 A LN PARA W/& 23.42' N OF N BNSF RAIL TRK TO PT OF BEG

located within the City of Fargo, situate in the County of Cass and the State of North Dakota

(Street address: 650 Northern Pacific Ave N, Fargo, ND 58102).

2. Owner may utilize the public right-of-way only for the purpose of maintaining, repairing, and accessing the window well accesses for maintenance or other similar purposes.

3. Owner, its successors and assigns, will use due care to protect city streets, utilities

and all other public property, and minimize disruption to pedestrian travel, all in accordance with adopted MUTCD Standards and Specifications, and that upon discontinuance of use, Owner will restore and replace all public property to standard City of Fargo conditions for the Downtown Urban Street Zone (DUSZ) in effect at the time of discontinuance.

4. It is understood and agreed by and between the parties that Owner, its successors and assigns, will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public rights-of-way as described herein.

5. Owner, its successors and assigns, agrees to further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents, representatives, and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public rights-of-way as described herein. Owner, its successors and assigns, also agree to provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

6. This Agreement shall be binding upon the successors and assigns of the parties and successive owners/transferees must provide the City assurance of the existence of the necessary insurance to defend and hold the City harmless by the responsible party for the obligations enumerated in paragraph 5 above. Each successive owner/transferee must submit, within ten (10) business days of obtaining ownership of the building, a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated to assure the existence of the necessary insurance to defend and hold the City harmless by the

responsible party.

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

8. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. In the event the City needs to permanently retake the encroachment area for public use, then City will provide Owner written notice at least ninety (90) days in advance to remove the encroaching private facilities.

9. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded and all of the terms of the same shall constitute covenants running with the land.

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

11. 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.

12. Any modifications or amendments of this Agreement must be in writing and signed

by both parties to this Agreement.

13. This Agreement shall be effective as of the date last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)

IN WITNESS WHEREOF, the parties to this agreement have set their hands on this 20th
day of March, 2024.

NDSU DEVELOPMENT FOUNDATION

By: Allyson Peterson
Allyson Peterson

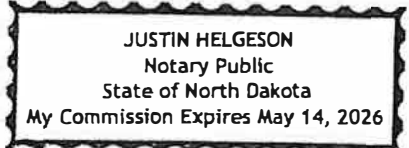
Its: Chief Financial Officer

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

On this 20 day of March, 2024, before me, a notary public in and for said county and state, personally appeared Allyson Peterson, to me known to be the CFO of the NDSU Development Foundation, the organization described in and that executed the within and foregoing instrument, and acknowledged to me that said organization executed the same.

Justin Helgeson
Notary Public
Cass County, North Dakota

(SEAL)



**CITY OF FARGO, NORTH DAKOTA,
a municipal corporation**

By _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven 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 **Dr. Timothy J. Mahoney** and **Steven Sprague**, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a 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

The legal description was obtained from a previously recorded document.

This document was prepared by:

Kasey McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
701-232-8957
kmcnary@serklandlaw.com

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Type: Quit Claim Deed

Location: 22nd St N, 7th Ave – 8th Ave

Date of Hearing: 3/25/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/1/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Purchase Agreement and Quit Claim Deed with John T. Jones Construction.

John T. Jones has applied to vacate a portion of right of way on 22nd Street North between 7th Avenue North and 8th Avenue North. During the vacation plat preparation, a small City parcel (Lot 21) was discovered adjacent to 22nd Street. The parcel is too small for anyone to use but a quit claim to John T. Jones would allow it to be combined with their lot. Using \$4/SF and approximately 18.8 SF, a value of \$75 was established. John T. Jones has agreed to pay this amount.

Staff is recommending approval of the Purchase Agreement and Quit Claim Deed with John T. Jones.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Purchase Agreement and Quit Claim Deed with John T. Jones Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Purchase Agreement and Quit Claim Deed with John T. Jones Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

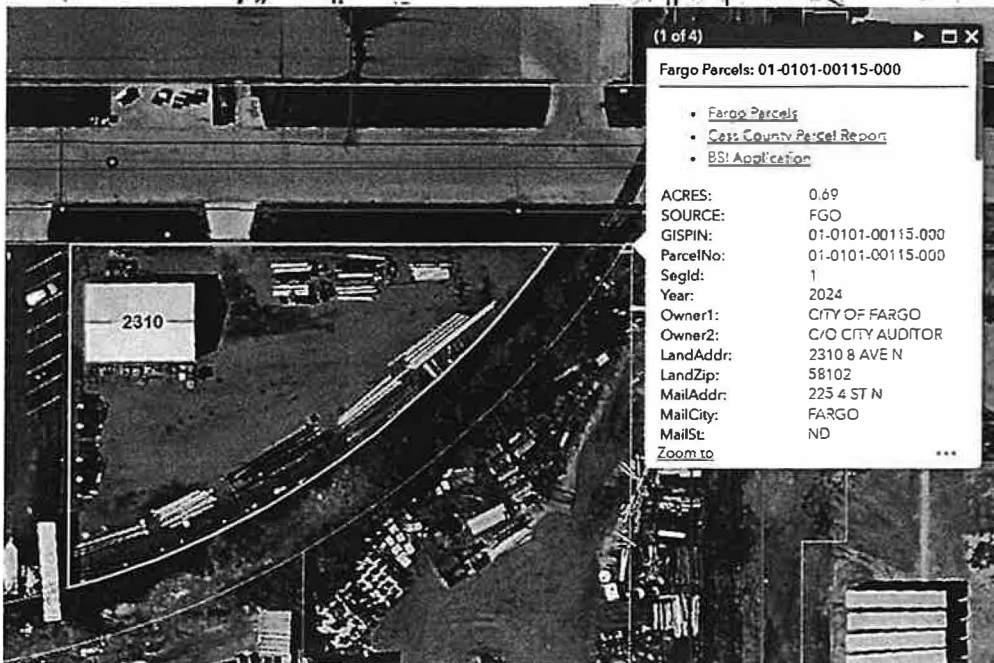
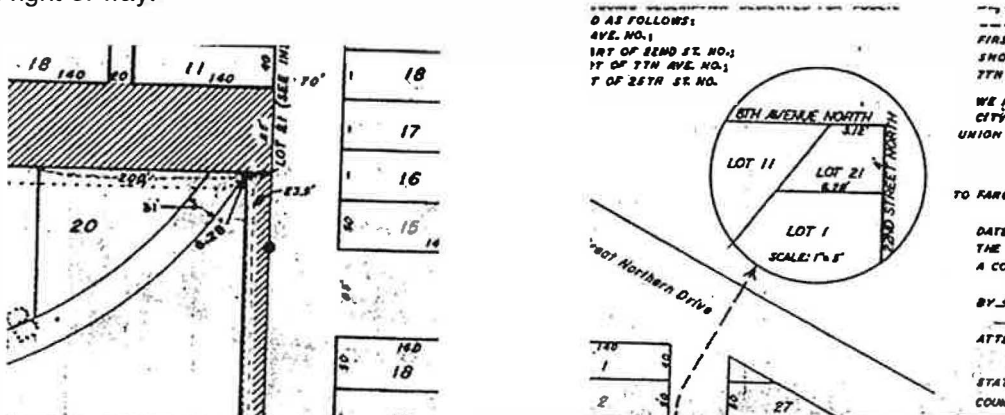

 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: March 21, 2024
Re: John T. Jones Construction Quit Claim Deed

Background:

John T. Jones has applied to vacate a portion of right of way on 22nd Street North between 7th Avenue North and 8th Avenue North. During the vacation plat preparation, a small City parcel (Lot 21) was discovered adjacent to 22nd Street. On our GIS map it is attached to a larger City parcel that is on the other side of the railroad right of way.



The vacation plat will clean this area up and John T. Jones has worked closely with the adjacent property owners to vacate 22nd Street North and the east west alley between 21st Street North and 22nd Street North. John T. Jones is doing this in two steps. The first step is to vacate the portion of right of way dedicated on the west side of 22nd Street that was dedicated with the First Industrial Subdivision of Beardsley's Addition. The second step would be to vacate the portion of the street right of way along with the alley that was dedicated with Beardsley's Addition. The second vacation will require an easement from the property owners to the City of Fargo since we have water, sewer, and fiber in this right of way.

Staff discussions during this time included possibly quit claiming the 18 SF lot shown above. The parcel is too small for anyone to use and by quit claiming it to John T. Jones, they can combine it with their lot. A quick value was calculated using the assessed value of the City parcel shown in the GIS screenshot above. Using \$4/SF and approximately 18.8 SF, a value of \$75 was established. John T. Jones has agreed to pay this amount for this parcel.

Shawn Bullinger and Kasey McNary have worked up a Quit Claim Deed and a Purchase Agreement for this parcel and both documents are attached to this memo.

Recommended Motion:

Recommend approval of the Purchase Agreement and Quit Claim Deed and proceed with executing both documents with John T. Jones and forward to the City Commission for final signatures.

KOG/klb

Attachment

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is made and entered into by and between **John T. Jones Construction Co.**, a North Dakota corporation, 2213 7th Avenue North, Fargo, ND 58102, as Buyer, and the **City of Fargo**, a North Dakota municipal corporation, 225 2nd Street North, Fargo, ND 58102, as Seller.

Seller and Buyer hereby agree as follows:

1. Real Estate. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following described real property located in Cass County, North Dakota (“Property”):

Lot 21 in FIRST INDUSTRIAL SUBDIVISION OF BEARDSLEY’S ADDITION to the City of Fargo, according to the certified plat thereof on file and of record as Document No. 292590 as the Cass County Recorder’s Office, Cass County, North Dakota.

2. Purchase Price. Seller and Buyer agree that the purchase price for said Property shall be the sum of Seventy Five Dollars and no/100 (\$75.00). The Purchase Price is to be paid to Seller at closing in cash or certified funds and upon delivery of a Quit Claim Deed conveying the Property to Buyer.

3. Closing Date. Closing shall take place as soon as practicable and as agreed to by the parties hereto. Buyer shall take possession of the Property on the day of Closing.

4. Default. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice thereof to Buyer. If Buyer fails to cure such default within thirty (30) days after notice of cancellation, then this Agreement will terminate, and upon such termination Seller may pursue any damages incurred. If Seller defaults under this Agreement, Buyer shall give Seller written notice of such default, and if Seller fails to cure such default within fifteen (15) days following such notice, Buyer shall have the option to elect to (i) terminate this Agreement or (ii) pursue an action for specific performance of this Agreement, as its sole and exclusive remedies.

5. Taxes and Assessments. Real estate taxes and installments of special assessments for 2024 shall assumed by Buyer, and Buyer shall be responsible for any and all future taxes and special assessments.

6. Warranties. Seller conveys the real estate at the time of Closing “as is” and “where is”. Buyer also acknowledges that it is taking the Property subject to all building and zoning laws, ordinances, restrictions relating to the use and improvements of premises, utility, and drainage easements.

7. Closing Costs. As specifically agreed between the parties:

Seller agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of preparing this Agreement; and
- b. Its own attorney's fees.

Buyer agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of survey, if necessary;
- b. Cost of recording any instrument required to clear title including satisfaction of prior liens and encumbrances;
- c. Cost of recording the Quit Claim Deed;
- d. Cost of obtaining a Title Opinion, if any;
- e. Its own attorney's fees; and
- f. Any closing fees.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer requires title insurance, the cost thereof shall be entirely paid by Buyer.

8. Notice. All notices given or required to be given under this Agreement shall be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by electronic mail, read receipt requested, to the following addresses: If to Buyer, notices shall be sent to City of Fargo – Engineering Department, Attn: Shawn Bullinger, 225 4th Street North, Fargo, ND 58102, and, if to Seller, notices shall be sent to John T. Jones Construction Co., Attn: _____, 2213 7th Avenue North, Fargo, ND. Such notices shall be deemed delivered on the day which they were received.

9. Entire Agreement. This Purchase Agreement shall constitute the entire agreement between Seller and Buyer and supersedes any and all other written or oral agreements between Seller and Buyer. This Purchase Agreement may be modified only in writing signed by Seller and Buyer.

10. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Governing Law. This Purchase Agreement shall be governed by the laws of the State of North Dakota.

12. Additional Instruments and Further Assurances. The parties agree from time to time, upon written request, to execute and deliver such other instruments of transfer, assignment, and conveyance and to take such other action as either party may reasonably request to more effectively vest ownership of the Property in Buyer and to put Buyer in possession of all the Property. Both parties agree to, from time to time, execute and deliver to the other party such additional instruments and to take such additional actions as either party may reasonably request to evidence the covenants, agreements, and obligations of the parties hereunder.

13. Construction. Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against any party on the basis of that party being the drafter of such terms. Each party represents that they are an equal drafter of this Agreement and no ambiguity shall be construed against any party.

14. Counterparts. This Agreement may be executed in counterparts. In order to expedite the transaction contemplated herein, signatures sent by .PDF via e-mail may be used in place of original signatures on this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records. Seller and Buyer intend to be bound by the signatures on each .PDF document, are aware that the other party will rely on the .PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature.

15. Time. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

16. Partial Invalidity. If any portion of this Agreement shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, so long as the transaction contemplated hereby may be consummated in accordance with the surviving provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER:

**City of Fargo, North Dakota
a municipal corporation**

Date: _____

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

ATTEST:

Steven Sprague, City Auditor

BUYER:

John T. Jones Construction Co.

Date: 03 / 26 / 2024


By: Timothy Vanderzanden
Its: Vice President

QUITCLAIM DEED


THIS INDENTURE is made this _____ day of _____, 2024, between **City of Fargo, Cass County, North Dakota**, a North Dakota municipal corporation, 225 4th Street North, Fargo, North Dakota, **Grantor**, and **John T. Jones Construction Co.**, a North Dakota corporation, 2213 7th Avenue North, Fargo, North Dakota, **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:

Lot 21 in FIRST INDUSTRIAL SUBDIVISION OF BEARDSLEY'S ADDITION to the City of Fargo, according to the certified plat thereof on file and of record as Document No. 292590 as the Cass County Recorder's Office, 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: 03/26/2024



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

March 27, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TM-24-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 27, 2024, for Pavement Markings, Project No. TM-24-A1, located at Various locations Citywide .

The bids were as follows:

Northstar Safety Inc	\$1,065,407.35
Engineers Estimate	\$926,937.10

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northstar Safety Inc. in the amount of \$1,065,407.35 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
City Engineer



Engineer's Statement Of Cost

Project # TM-24-A1

Pavement Markings

Various locations citywide

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:

Pavement Markings Project # TM-24-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 1					
1	Paint Epoxy Line 24" Wide	LF	84.00	25.00	2,100.00
					Site 1 Total
					2,100.00
Site 2					
2	F&I Grooved Contrast Film 7" Wide	LF	356.00	13.25	4,717.00
3	F&I Grooved Contrast Film 11" Wide	LF	75.00	22.00	1,650.00
4	F&I Grooved Plastic Film 16" Wide	LF	274.00	27.00	7,398.00
5	F&I Grooved Plastic Film 24" Wide	LF	742.00	46.00	34,132.00
6	F&I Contrast Tape Messages	SF	434.00	48.00	20,832.00
					Site 2 Total
					68,729.00
Site 3					
7	F&I Grooved Plastic Film 6" Wide	LF	122.00	13.00	1,586.00
8	F&I Grooved Plastic Film 16" Wide	LF	174.00	27.00	4,698.00
9	F&I Grooved Contrast Film 7" Wide	LF	3,264.00	13.25	43,248.00
10	F&I Grooved Contrast Film 11" Wide	LF	210.00	22.00	4,620.00
11	F&I Contrast Tape Messages	SF	139.00	48.00	6,672.00
					Site 3 Total
					60,824.00
Site 4					
12	F&I Grooved Plastic Film 6" Wide	LF	115.00	13.00	1,495.00
13	F&I Grooved Plastic Film 16" Wide	LF	115.00	27.00	3,105.00
14	F&I Grooved Contrast Film 7" Wide	LF	3,817.00	13.25	50,575.25
15	F&I Grooved Contrast Film 11" Wide	LF	450.00	22.00	9,900.00
16	F&I Contrast Tape Messages	SF	112.00	48.00	5,376.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
				Site 4 Total	70,451.25
Site 5					
17	F&I Grooved Plastic Film 6" Wide	LF	3,928.00	13.00	51,064.00
18	F&I Grooved Plastic Film 16" Wide	LF	1,168.00	27.00	31,536.00
19	F&I Grooved Contrast Film 7" Wide	LF	3,071.00	13.25	40,690.75
20	F&I Grooved Contrast Film 11" Wide	LF	1,662.00	22.00	36,564.00
21	F&I Contrast Tape Messages	SF	288.00	48.00	13,824.00
				Site 5 Total	173,678.75
Site 6					
22	F&I Grooved Plastic Film 6" Wide	LF	746.00	13.00	9,698.00
23	F&I Grooved Plastic Film 16" Wide	LF	715.00	27.00	19,305.00
24	F&I Grooved Plastic Film 24" Wide	LF	1,551.00	46.00	71,346.00
25	F&I Grooved Contrast Film 7" Wide	LF	1,120.00	13.25	14,840.00
26	F&I Grooved Contrast Film 11" Wide	LF	733.00	22.00	16,126.00
27	Paint Epoxy Line 4" Wide	LF	120.00	8.00	960.00
28	Paint Epoxy Line 16" Wide	LF	63.00	20.00	1,260.00
29	Paint Epoxy Message	SF	32.00	30.00	960.00
30	F&I Contrast Tape Messages	SF	320.00	48.00	15,360.00
				Site 6 Total	149,855.00
Site 7					
31	Paint Epoxy Line 4" Wide	LF	1,120.00	4.50	5,040.00
32	Paint Epoxy Message	SF	32.00	30.00	960.00
33	F&I Grooved Contrast Film 7" Wide	LF	1,654.00	13.25	21,915.50
34	F&I Grooved Contrast Film 11" Wide	LF	692.00	22.00	15,224.00
35	F&I Grooved Plastic Film 16" Wide	LF	54.00	27.00	1,458.00
36	F&I Contrast Tape Messages	SF	416.00	48.00	19,968.00
				Site 7 Total	64,565.50
Site 8					
37	F&I Grooved Plastic Film 16" Wide	LF	204.00	27.00	5,508.00
38	F&I Grooved Plastic Film 24" Wide	LF	428.00	46.00	19,688.00
39	F&I Grooved Contrast Film 7" Wide	LF	1,465.00	13.25	19,411.25
40	F&I Grooved Contrast Film 11" Wide	LF	787.00	22.00	17,314.00
41	F&I Contrast Tape Messages	SF	172.00	48.00	8,256.00
				Site 8 Total	70,177.25
Site 9					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
42	Paint Epoxy Line 4" Wide	LF	460.00	3.00	1,380.00
43	F&I Grooved Plastic Film 6" Wide	LF	1,123.00	13.00	14,599.00
44	F&I Grooved Plastic Film 16" Wide	LF	381.00	27.00	10,287.00
45	F&I Grooved Plastic Film 24" Wide	LF	120.00	46.00	5,520.00
46	F&I Grooved Contrast Film 7" Wide	LF	2,201.00	13.25	29,163.25
47	F&I Grooved Contrast Film 11" Wide	LF	879.00	22.00	19,338.00
48	F&I Contrast Tape Messages	SF	304.00	48.00	14,592.00
Site 9 Total					94,879.25
Site 10					
49	Paint Epoxy Line 24" Wide	LF	54.00	25.00	1,350.00
Site 10 Total					1,350.00
Site 11					
50	Paint Epoxy Line 4" Wide	LF	105.00	20.00	2,100.00
51	F&I Grooved Contrast Film 7" Wide	LF	1,540.00	13.25	20,405.00
52	F&I Grooved Contrast Film 11" Wide	LF	582.00	22.00	12,804.00
53	F&I Grooved Plastic Film 16" Wide	LF	147.00	27.00	3,969.00
54	F&I Grooved Plastic Film 24" Wide	LF	324.00	46.00	14,904.00
55	F&I Contrast Tape Messages	SF	64.00	48.00	3,072.00
Site 11 Total					57,254.00
Site 12					
56	F&I Grooved Plastic Film 6" Wide	LF	561.00	13.00	7,293.00
57	F&I Grooved Plastic Film 16" Wide	LF	101.00	27.00	2,727.00
58	F&I Grooved Plastic Film 24" Wide	LF	54.00	46.00	2,484.00
59	F&I Grooved Contrast Film 7" Wide	LF	280.00	13.25	3,710.00
60	F&I Grooved Contrast Film 11" Wide	LF	681.00	22.00	14,982.00
61	Paint Epoxy Message	SF	53.00	30.00	1,590.00
62	F&I Contrast Tape Messages	SF	48.00	48.00	2,304.00
Site 12 Total					35,090.00
Site 13					
63	Paint Epoxy Line 4" Wide	LF	10,041.00	2.20	22,090.20
64	Paint Epoxy Line 16" Wide	LF	22.00	20.00	440.00
Site 13 Total					22,530.20
Site 14					
65	Paint Epoxy Line 4" Wide	LF	1,519.00	6.40	9,721.60
66	F&I Grooved Plastic Film 16" Wide	LF	324.00	27.00	8,748.00

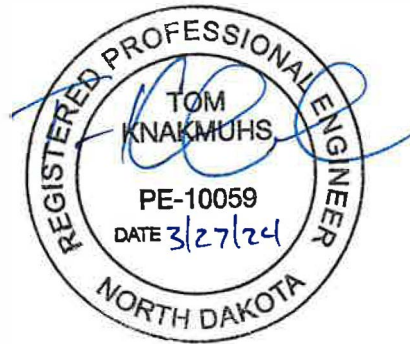
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
67	F&I Grooved Plastic Film 24" Wide	LF	102.00	46.00	4,692.00
68	F&I Grooved Thermoplastic Pavement Marking Message	SF	128.00	60.00	7,680.00
69	Paint Epoxy Message	SF	486.00	25.00	12,150.00
70	F&I Contrast Tape Messages	SF	296.00	48.00	14,208.00
Site 14 Total					57,199.60
Site 15					
71	Paint Epoxy Line 4" Wide	LF	1,652.00	6.40	10,572.80
72	Paint Epoxy Line 6" Wide	LF	115.00	20.00	2,300.00
73	Paint Epoxy Line 16" Wide	LF	11.00	25.00	275.00
74	F&I Grooved Thermoplastic Pavement Marking Message	SF	16.00	65.00	1,040.00
Site 15 Total					14,187.80
Site 16					
75	F&I Grooved Plastic Film 4" Wide	LF	180.00	7.00	1,260.00
76	F&I Grooved Contrast Film 7" Wide	LF	50.00	13.25	662.50
77	Paint Epoxy Line 4" Wide	LF	7,360.00	3.00	22,080.00
78	Paint Epoxy Line 16" Wide	LF	108.00	20.00	2,160.00
79	Paint Epoxy Line 24" Wide	LF	612.00	25.00	15,300.00
Site 16 Total					41,462.50
Site 17					
80	F&I Grooved Plastic Film 16" Wide	LF	84.00	27.00	2,268.00
81	F&I Grooved Plastic Film 24" Wide	LF	270.00	46.00	12,420.00
82	F&I Grooved Contrast Film 7" Wide	LF	769.00	13.25	10,189.25
83	F&I Contrast Tape Messages	SF	24.00	48.00	1,152.00
Site 17 Total					26,029.25
Site 18					
84	Paint Epoxy Line 4" Wide	LF	25,020.00	2.20	55,044.00
Site 18 Total					55,044.00
Total Construction in \$					1,065,407.35

Engineering	10.00%	106,540.74
Admin	4.00%	42,616.29
Legal	3.00%	31,962.22
Interest	4.00%	42,616.29
Contingency	5.00%	53,270.37
Total Estimated Costs		1,342,413.26
Utility Funds - Street Lights - 528		1,342,413.26
Unfunded Costs		0.00

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

Date: 03/27/2024

Thomas Knakmuhs
City Engineer





AMENDED ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-F

15

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

Nature & Scope

Infrastructure request to facilitate construction of new underground utilities, concrete pavement and incidentals as requested by the Developer.

Purpose

This project is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

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 \$11,194,777.70. The cost breakdown is as follows:

Sanitary Sewer		
Construction Cost		\$3,107,285.00
Fees		
Admin	4%	\$124,291.40
Contingency	5%	\$155,364.25
Engineering	10%	\$310,728.50
Interest	4%	\$124,291.40
Legal	3%	\$93,218.55
Total Estimated Cost		\$3,915,179.10
Funding		
Special Assessments	98.19%	\$3,844,291.10
Utility Funds - Wastewater - 521	1.81%	\$70,888.00

Water Main

Construction Cost		\$982,994.00
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Fees

Admin	4%	\$39,319.76
Contingency	5%	\$49,149.70
Engineering	10%	\$98,299.40
Interest	4%	\$39,319.76
Legal	3%	\$29,489.82

Total Estimated Cost		\$1,238,572.44
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Funding

Special Assessments	100.00%	\$1,238,572.44
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Storm Sewer

Construction Cost		\$2,274,215.00
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Fees

Admin	4%	\$90,968.60
Contingency	5%	\$113,710.75
Engineering	10%	\$227,421.50
Interest	4%	\$90,968.60
Legal	3%	\$68,226.45

Total Estimated Cost		\$2,865,510.90
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Funding

Special Assessments	100.00%	\$2,865,510.90
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Paving and Incidentals

Construction Cost		\$4,830,283.70
Fees		

Admin	4%	\$193,211.35
Contingency	5%	\$241,514.19
Engineering	10%	\$483,028.37
Interest	4%	\$193,211.35
Legal	3%	\$144,908.51

Total Estimated Cost		\$6,086,157.46
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Funding

Special Assessments	100.00%	\$6,086,157.46
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Miscellaneous Costs

Outside Engineering		\$121,700.00
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Total Miscellaneous Costs		\$121,700.00
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Funding

Special Assessments	100.00%	\$121,700.00
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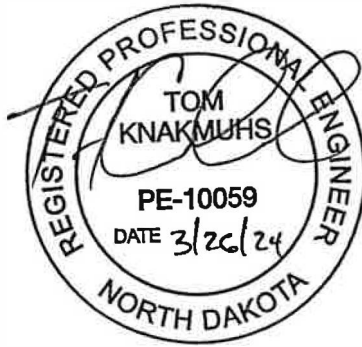
Project Funding Summary

Special Assessments	99.50%	\$14,156,231.90
Utility Funds - Wastewater - 521	0.50%	\$70,888.00

Total Estimated Project Cost		\$14,227,119.90
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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 "T. Knakmuhs", written over a horizontal line.

Thomas Knakmuhs, PE
City Engineer

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

16

Improvement District No. BN-23-J1

Type: Early Building Permit

Location: 3401 46 Ave N

Date of Hearing: 3/25/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/1/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding a request for an Early Building Permit from Valor Construction for a building at 3401 46th Avenue North.

The applicant has filled out the application and agreement. The applicant has worked with Engineering and will provide their own access throughout construction. As part of the permit, the applicant has provided a check that will provide as a deposit that can be used to repair any impacts from the site construction to the municipal projects. This lot has 1,404' of frontage; therefore, their deposit will be \$20,080.

Staff is recommending approval of the Early Building Permit and Application.

On a motion by Brenda Derrig, seconded by Tim Mahoney, the Committee voted to recommend approval of the Early Building Permit and Application for a building at 3401 46th Avenue North.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Early Building Permit request for a building at 3401 46th Avenue North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials Yes No


Agreement for payment of specials required of developer N/A

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

COMMITTEE

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Project Manager

Date: March 21, 2024

Re: Improvement District No. BN-23-J1 - Early Building Permit
Industrial Building at 3401 46th Avenue North (Lot 2, Block 1, 46th Avenue
Industrial Park Addition)

Background:

Attached you will find a request for an early building permit from Valor Construction for a building at 3401 46th Avenue North.

Bids for Improvement District No. BN-23-J1 were opened on March 13, and awarded at City Commission March 18, 2024. Underground utilities are to be completed and tested by July 1, 2024 with a paving completion of August 15, 2024.

The Applicant has filled out the application and agreement. The Applicant has worked with Engineering and will provide their own access throughout construction.

As part of the early building permit, the Applicant has provided a check that will provide a deposit that could be used to repair any impacts from the site construction to the municipal projects. This lot has 1,404' of frontage; therefore, their deposit will be \$20,080.00.

Recommended Motion:

I recommend that the Public Works Project Evaluation Committee approve the Early Building Permit request for 3401 46th Avenue North.

JTS/klb

C: Thomas Knakmuhs
Christine Goldader
Matt Bruggeman

APPLICATION FOR EARLY BUILDING PERMIT

The City of Fargo has agreed to allow building activity prior to completion of municipal utilities as listed below:

- 1. General Location: 3401 46th Avenue North
- 2. Utility Completion Date (Sanitary Sewer, Water, Storm): July 1, 2024
 - a. Occupancy will not be allowed prior to this date.
- 3. Paving Completion Date: August 15, 2024
 - a. City accepts no responsibility for site access prior to this date.
- 4. Site Plan Project Engineer: Andrew Thill
 - Phone: 701-235-0199 ext. 111
 - Email: AThill@Lowryeng.com

Request for Building Permit

- A. Location: NW Corner 33rd Street N and 46th Ave. N.
 - Lot: Lot 2
 - Block: Block 1
 - Addition: 46th Avenue Industrial Park Addition
 - Address: 3401 46th Avenue North
 - Permit Request – Footage Adjacent to Infrastructure Request (LF): 1 404

- a. Minimum amount of Five Thousand Dollars (\$5,000.00) or \$20.00 per foot adjacent to the infrastructure request covered by the permit application, whichever is greater.

B. Required Documents

- 1. Fill out Application for Early Building Permit.
- 2. Submit complete site plan drawings showing detailed locations of all utility stub outs (sanitary sewer, water, and storm sewer) and driveways.
- 3. Building and utility stub out elevations
- 4. As-built drawings showing actual utility stub out locations and elevations (after installation).

C. Provisions

1. Access

- a. Access to construction sites will not be on the public right-of-way under most conditions during the sewer and water construction. The City contractor will not be required to maintain access for the builders. Also, parking on the public right-of-way will not be permitted. The City contractor will have total control of the right-of-way during sewer and water construction.
- b. City accepts no responsibility for site access prior to paving completion date.

2. Sewer and Water Services


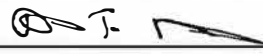
- a. Builders will not be allowed to hook up to the City sewer and water services until after the project is complete.
- b. Builders shall stub out sewer and water services a distance of not to exceed 5-feet from building.
- c. Builders to verify depth and location of sewer and water service stub outs for buildings with City Engineering Department. As-built drawings required.
- d. After City mains have been installed and tested, the builder shall complete service installation and connections along with appropriate permits and inspections. The City contractor will not hook up sewer and water services to building stub outs. This is not part of his contract. The builder may privately negotiate such work with City contractor. Builder and contractor accept responsibility for necessary permits and inspections.

3. Occupancy will not be allowed until after utility installation is complete. Access prior to paving completion shall be the sole responsibility of builder/occupant.

4. Other utilities such as gas, electric, telephone and cable TV will not be installed until municipal utility installation is complete.

Application for Early Building Permit
Page 3

D. Signatures (All required)

	Property Owner	Builder	Company Connecting to COF Infrastructure
Name	County 20 Storage & Transfer	Valor Contracting, LLC	Undetermined
Address	4083 37th St N Fargo, ND 58102	300 23rd Ave E, Suite 300 West Fargo, ND 58078	
Telephone	(701) 388-3640	(701) 426-441	
Email	kurt@skylogistics.com	jbaneck@buildwithvalor.com	
Signature			
Date	03/11/2024	03/06/2024	

E. Approval

City of Fargo Project Engineer:



Date:

3-19-2024

AGREEMENT

EARLY BUILDING PERMIT

THIS AGREEMENT, made and entered into this 8 day of March 2024, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, hereinafter referred to as "City", and the undersigned person, firm or corporation, hereinafter referred to as "Builder".

WITNESSETH:

WHEREAS, City does not ordinarily issue building permits until sewer and water main connections are functional; and,

WHEREAS, for large building projects (commercial, industrial and multi-family [8-plex or greater]), it has been determined that permits may be issued prior to completion of said underground utilities; and,

WHEREAS, installation of utilities and paving can take place during the time said building projects are under way;

WHEREAS, City requires a cash deposit as one of the conditions for granting early building permits, said deposit to be utilized, if necessary, to reimburse City for any costs relating to Builder's, his or its developers', agents' or subcontractors' activities under the early building permit; and,

WHEREAS, City requires an agreement with Builder relative to the issuance of early building permits.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. City has agreed, or by execution of this agreement, does agree, that an early building permit be issued to Builder for the project therein stated and as listed below.

2. In consideration of the issuance of said early building permit for the project therein stated, Builder agrees to deposit with City a cash deposit or letter of credit in the minimum amount of Five Thousand Dollars (\$5,000.00) or \$20.00 per front foot of lot covered by the permit, whichever sum is greater. Said cash deposit may be utilized by City to reimburse City for any building site impact or any impact the building project may have on municipal projects, including utilities or paving. Said cash deposit may, among other things, be used for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning

adjacent streets impacted by building construction. It is specifically understood and agreed by Builder that such list is not exclusive and said deposit may be used for any costs or damages City may incur due to Builder's activities under the early building permit forming the subject of this agreement.

3. Builder expressly agrees and recognizes the City of Fargo policy on early building permit waivers. Builder recognizes and agrees that the only eligible building projects for such waivers are commercial, industrial and multi-family (8-plex or greater). Builder agrees to or has furnished to City a building site plan drawing showing access points and exact service utility connections required, such as sanitary sewer, water sewer service, storm sewer and the like. Builder has indicated or will indicate specifically the following:

- a. Site access to the building that will not impact municipal utilities/paving installation.
- b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.
- c. Building construction and occupancy schedule.
- d. Contact person for notification including name, address and phone.

4. City agrees to provide 48-hour notification to Builder prior to project start-up for installation of utilities or paving so as to allow Builder to clear right-of-way for such public construction. Builder agrees, however, that during construction, City shall only be required to give a 2-hour notification for various aspects of the project.

5. Builder agrees to indemnify and hold City harmless for any delays in municipal projects (i.e. utilities or paving) resulting from Builder's activities including, but not limited to, site interference, storage of construction materials, or the like.

6. Builder understands and accepts all risks of proceeding with the building project in advance of the installation and operation of the municipal improvements. Builder waives, for itself and successors, any and all claims for damages against City as a result of any delay in the

installation of the municipal projects, for whatever reason. City will enter into a standard contract for the municipal project; Builder is not a third party beneficiary of that contract and has no rights thereunder.

7. Builder agrees to acquire any easements deemed necessary for site access to the building site and City shall have no responsibility in this regard. Builder further understands and agrees that without installation of streets there is limited access to the site for fire and police protection. Builder agrees to be responsible for any access limitations resulting from the same.

8. Any cash deposit or letter of credit remaining unused upon completion of the paving project (thus completing the public construction) shall be returned to Builder upon application.

9. The project and project location are as follows:

Description: 46th Avenue Industrial Building

Location: 3401 46th Avenue North

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

ATTEST:

Steve Sprague, City Auditor

Approved by Fargo City Commission on the ____ day of _____, 2024.

Timothy J. Mahoney, Mayor

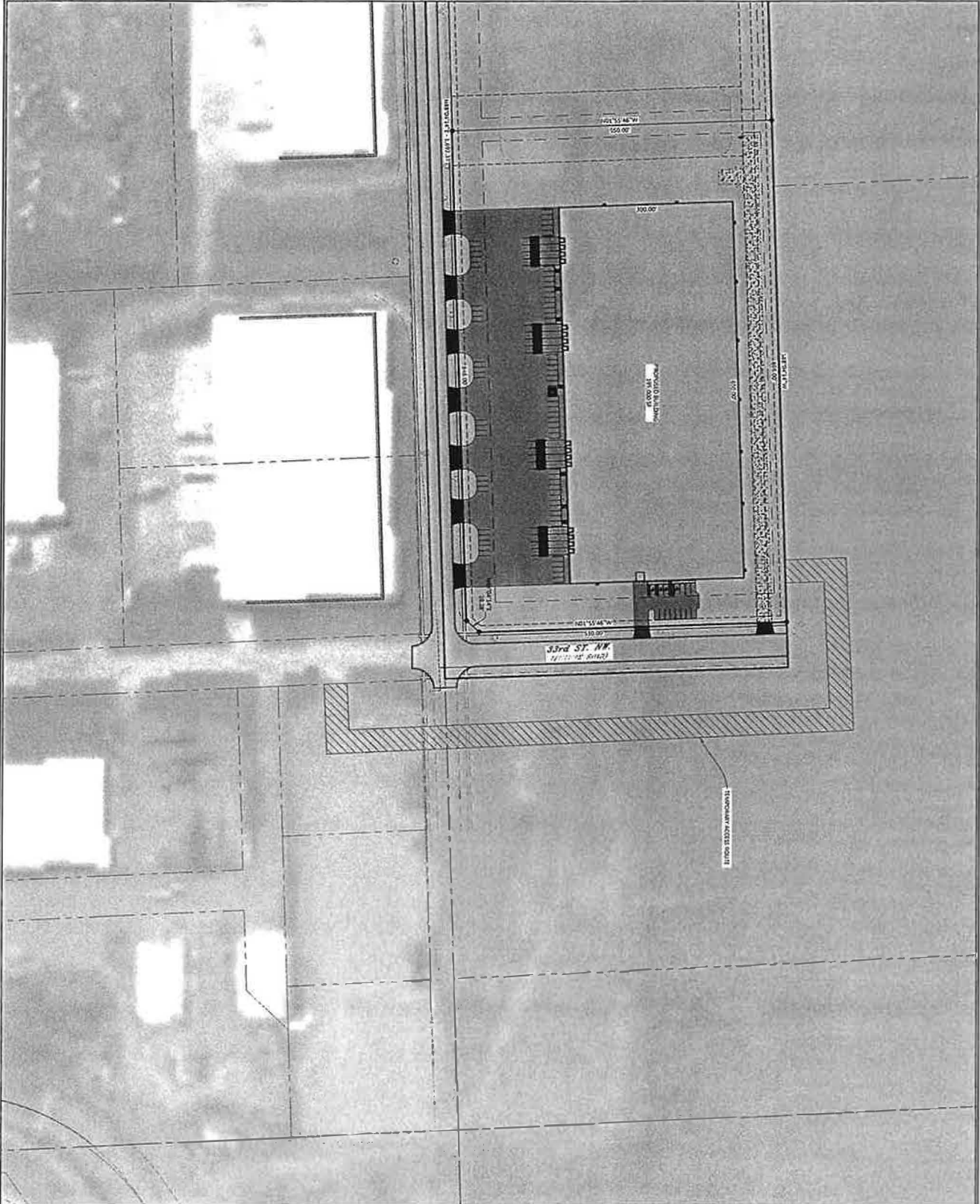
Approved by Public Works Projects Evaluation Committee on the 25th day of March, 2024.

3/26/24
Date

T. Knakmuhs
Tom Knakmuhs, City Engineer

3/8/2024
Date

Jau Bikelov, CEO County 20
Builder, Title Storage & Transfer
Inc.



CALL BEFORE YOU DIG
 NORTH DAKOTA
 UTILITIES DETERMINATION LOCATION SERVICE
 1-800-368-5887



PROJECT DATE	2013
CHECKED BY	10/17/2013
DESIGNED BY	DCM
APPROVED BY	DCM
DATE	4/11

PRELIMINARY
 NOT FOR
 CONSTRUCTION

46TH AVENUE INDUSTRIAL
 BUILDING
 FARGO, NORTH DAKOTA

NO.	DATE	REVISION

LOWRY
 ENGINEERING
 5396 51ST AVENUE SOUTH, SUITE A
 FARGO, NORTH DAKOTA 58104

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

17

Improvement District No. BN-24-A1 Type: Early Building Permit
Location: Lot 2, Block 1, Alex's Addition Date of Hearing: 3/25/2024

Routing Date
City Commission 4/1/2024
PWPEC File X
Project File Jason Leonard

The Committee reviewed the accompanying correspondence from Division Engineer, Jason Leonard, regarding request for an Early Building Permit from Base Line Gyms for a building within Alex's Addition.

The applicant has filled out the application and agreement. The applicant has worked with Engineering and will provide their own access throughout construction. As part of the permit, the applicant has provided a check that will provide as a deposit that can be used to repair any impacts from the site construction to the municipal projects. This lot has 282' of frontage; therefore, their deposit will be \$5,640.

Staff is recommending approval of the Early Building Permit and Application contingent upon project award.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of the Early Building Permit and Application for a building on Lot 2, Block 1 of Alex's Addition.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Early Building Permit request for a building on Lot 2, Block1 of Alex's Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Table with 5 columns: Name, Present, Yes, No, Unanimous. Rows include 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:

Signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jason Leonard, Division Engineer
Date: March 20, 2024
Re: Improvement District No. BN-24-A1 - Early Building Permit for Alex's Addition
Planet Fitness on Lot 2, Block 1 of Alex's Addition

Background:

Attached you will find a request for an early building permit from Base Line Gyms for a building within the Alex's Addition.

Bids for Improvement District No. BN-24-A1 will be opened on April 10, 2024, and awarded at City Commission on April 15, 2024. This project will be completed by August 30, 2024.

The Applicant has filled out the application and agreement. The Applicant has worked with Engineering and will provide their own access throughout construction.

As part of the early building permit, the Applicant has provided a check that will provide a deposit that could be used to repair any impacts from the site construction to the municipal projects. This lot has 282' of frontage; therefore, their deposit will be \$5,640.

Recommended Motion:

Approve the Early Building Permit request for Planet Fitness on Lot 2, Block 1 of Alex's Addition.

JTL/klb

C: Christine Goldader
Matt Bruggeman

APPLICATION FOR EARLY BUILDING PERMIT

The City of Fargo has agreed to allow building activity prior to completion of municipal utilities as listed below:

- 1. General Location: Lot 2 Block 1 of Alex's Addition
- 2. Utility Completion Date (Sanitary Sewer, Water, Storm): 6/28/24
 - a. Occupancy will not be allowed prior to this date.
- 3. Paving Completion Date: 10/15/24
 - a. City accepts no responsibility for site access prior to this date.
- 4. Site Plan Project Engineer: Devin Neubeck
 - Phone: 701-235-0199
 - Email: dneubeck@lowryeng.com

Request for Building Permit

- A. Location: 46°48'23.60" N 96°50'31.62" W
- Lot: 2
- Block: 1
- Addition: Alex's Addition
- Address: _____
- Permit Request – Footage Adjacent to Infrastructure Request (LF): 282'

- a. Minimum amount of Five Thousand Dollars (\$5,000.00) or \$20.00 per foot adjacent to the infrastructure request covered by the permit application, whichever is greater.

B. Required Documents

- 1. Fill out Application for Early Building Permit.
- 2. Submit complete site plan drawings showing detailed locations of all utility stub outs (sanitary sewer, water, and storm sewer) and driveways.
- 3. Building and utility stub out elevations
- 4. As-built drawings showing actual utility stub out locations and elevations (after installation).

Application for Early Building Permit Page 2

C. Provisions

1. Access

- a. Access to construction sites will not be on the public right-of-way under most conditions during the sewer and water construction. The City contractor will not be required to maintain access for the builders. Also, parking on the public right-of-way will not be permitted. The City contractor will have total control of the right-of-way during sewer and water construction.
- b. City accepts no responsibility for site access prior to paving completion date.

2. Sewer and Water Services


- a. Builders will not be allowed to hook up to the City sewer and water services until after the project is complete.
- b. Builders shall stub out sewer and water services a distance of not to exceed 5-feet from building.
- c. Builders to verify depth and location of sewer and water service stub outs for buildings with City Engineering Department. As-built drawings required.
- d. After City mains have been installed and tested, the builder shall complete service installation and connections along with appropriate permits and inspections. The City contractor will not hook up sewer and water services to building stub outs. This is not part of his contract. The builder may privately negotiate such work with City contractor. Builder and contractor accept responsibility for necessary permits and inspections.

3. Occupancy will not be allowed until after utility installation is complete. Access prior to paving completion shall be the sole responsibility of builder/occupant.

4. Other utilities such as gas, electric, telephone and cable TV will not be installed until municipal utility installation is complete.

Application for Early Building Permit
Page 3

D. Signatures (All required)

	Property Owner	Builder	Company Connecting to COF Infrastructure
Name	Michael Moon	TBD	TBD
Address	3475 56 th St S. Fargo, ND 58104		
Telephone	Office (701) 356-1045 Cell (816) 510-6040		
Signature			
Date	3/19/2024		

E. Approval

City of Fargo Project Engineer:



Date:

3/26/2024

AGREEMENT

EARLY BUILDING PERMIT

THIS AGREEMENT, made and entered into this 20 day of March, 2024, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, hereinafter referred to as "City", and the undersigned person, firm or corporation, hereinafter referred to as "Builder".

WITNESSETH:

WHEREAS, City does not ordinarily issue building permits until sewer and water main connections are functional; and,

WHEREAS, for large building projects (commercial, industrial and multi-family [8-plex or greater]), it has been determined that permits may be issued prior to completion of said underground utilities; and,

WHEREAS, installation of utilities and paving can take place during the time said building projects are under way;

WHEREAS, City requires a cash deposit as one of the conditions for granting early building permits, said deposit to be utilized, if necessary, to reimburse City for any costs relating to Builder's, his or its developers', agents' or subcontractors' activities under the early building permit; and,

WHEREAS, City requires an agreement with Builder relative to the issuance of early building permits.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. City has agreed, or by execution of this agreement, does agree, that an early building permit be issued to Builder for the project therein stated and as listed below.

2. In consideration of the issuance of said early building permit for the project therein stated, Builder agrees to deposit with City a cash deposit or letter of credit in the minimum amount of Five Thousand Dollars (\$5,000.00) or \$20.00 per front foot of lot covered by the permit, whichever sum is greater. Said cash deposit may be utilized by City to reimburse City for any building site impact or any impact the building project may have on municipal projects, including utilities or paving. Said cash deposit may, among other things, be used for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning

adjacent streets impacted by building construction. It is specifically understood and agreed by Builder that such list is not exclusive and said deposit may be used for any costs or damages City may incur due to Builder's activities under the early building permit forming the subject of this agreement.

3. Builder expressly agrees and recognizes the City of Fargo policy on early building permit waivers. Builder recognizes and agrees that the only eligible building projects for such waivers are commercial, industrial and multi-family (8-plex or greater). Builder agrees to or has furnished to City a building site plan drawing showing access points and exact service utility connections required, such as sanitary sewer, water sewer service, storm sewer and the like. Builder has indicated or will indicate specifically the following:

- a. Site access to the building that will not impact municipal utilities/paving installation.
- b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.
- c. Building construction and occupancy schedule.
- d. Contact person for notification including name, address and phone.

4. City agrees to provide 48-hour notification to Builder prior to project start-up for installation of utilities or paving so as to allow Builder to clear right-of-way for such public construction. Builder agrees, however, that during construction, City shall only be required to give a 2-hour notification for various aspects of the project.

5. Builder agrees to indemnify and hold City harmless for any delays in municipal projects (i.e. utilities or paving) resulting from Builder's activities including, but not limited to, site interference, storage of construction materials, or the like.

6. Builder understands and accepts all risks of proceeding with the building project in advance of the installation and operation of the municipal improvements. Builder waives, for itself and successors, any and all claims for damages against City as a result of any delay in the

installation of the municipal projects, for whatever reason. City will enter into a standard contract for the municipal project; Builder is not a third party beneficiary of that contract and has no rights thereunder.

7. Builder agrees to acquire any easements deemed necessary for site access to the building site and City shall have no responsibility in this regard. Builder further understands and agrees that without installation of streets there is limited access to the site for fire and police protection. Builder agrees to be responsible for any access limitations resulting from the same.

8. Any cash deposit or letter of credit remaining unused upon completion of the paving project (thus completing the public construction) shall be returned to Builder upon application.

9. The project and project location are as follows:

Description: South Fargo Fitness Facility

Location: Lot 2, Block 1 of Alex 5 Addition

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

ATTEST:

Steve Sprague, City Auditor

Approved by Fargo City Commission on the ____ day of _____, 2024.

Timothy J. Mahoney, Mayor

Approved by Public Works Projects Evaluation Committee on the 25th day of March, 2024.

3/26/24
Date


Tom Knakmuhs, City Engineer

3/20/2024
Date

 Director of Construction
Builder, Title

REPORT OF ACTION

18

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-B1 Type: Negative Final Balancing Change Order #3

Location: 8th St N, 7th Ave – 10th Ave; 8th Ave N, 9th St – 7th St; 10th Ave N, 9th St – 7th St Date of Hearing: 3/25/2024

<u>Routing</u>	<u>Date</u>
City Commission	4/1/2024
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding Negative Final Balancing Change Order #3 in the amount of \$-48,907.52, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-48,907.52, bringing the total contract amount to \$2,675,859.49.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$-48,907.52, bringing the total contract amount to \$2,675,859.49 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Sales Tax & Special Assessments


	<u>Yes</u>	<u>No</u>
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

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input 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: Aaron Edgar, Project Manager
Date: March 19, 2024
Re: Improvement District No. BR-23-B1 – Negative Final Balancing Change Order #3

Background:

Improvement District No. BR-23-B1 is on 8th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 9th Street to 7th Street, and on 10th Avenue North from 9th Street to 7th Street.

Master Construction is the Prime Contractor on this project.

Attached is the Negative Final Balancing Change Order #3 in the amount of -\$48,907.52. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$2,641,759.60 and this FBCO will bring the project final amount to \$2,593,89.49 (1.81% Decrease). This Improvement District is funded by Sales Tax Fund, Utility Funds (Wastewater, Water, Street Lights & Stormwater) and Special Assessments.

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of -\$48,907.52 to Master Construction for Improvement District BR-23-B1.

ADE/klb
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-B1
8 ST N FROM 7 AVE N TO 10 AVE N; 8 AVE N FROM 9 ST N TO 7 ST N; 10 AVE N
FROM 9 ST N TO 7 ST N.

Final Balancing
Change Order

Change Order No 3 **Change Order Date** 3/13/2024
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 # 3
 Final Balancing Change Order.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	1160		1160	53.3	1213.3	\$7.00	\$373.10
	2	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	1240		1240	-26.7	1213.3	\$205.00	-\$5,473.50
	4	Connect Pipe to Exist Pipe	EA	10		10	1	11	\$1,120.00	\$1,120.00
	6	Connect Sewer Service	EA	56		56	-1	55	\$845.00	-\$845.00
	7	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1140		1140	113.9	1253.9	\$110.00	\$12,529.00
	8	Bore Pipe SDR 26 - 6" Dia PVC	LF	75		75	-75	0	\$60.00	-\$4,500.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	9	Clean Pipe All Sizes All Types	LF	1330		1330	-1330	0	\$5.00	-\$6,650.00
	10	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200		200	-200	0	\$10.00	-\$2,000.00
Sanitary Sewer Sub Total										-\$5,446.40
Water Main	11	F&I Pipe w/GB 2" Dia Water Service	LF	23		23	225.1	248.1	\$70.00	\$15,757.00
	12	Rem & Repl CS & Box 2" Dia	EA	1		1	7	8	\$1,000.00	\$7,000.00
	14	Connect Pipe to Exist Pipe	EA	10		10	6	16	\$1,200.00	\$7,200.00
	16	F&I Fittings C153 Ductile Iron	LB	1871		1871	881	2752	\$9.00	\$7,929.00
	17	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	95		95	159.8	254.8	\$110.00	\$17,578.00
	18	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	60.000000000000014		60.000000000000014	85.3	145.3	\$115.00	\$9,809.50
	19	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2630		2630	37	2667	\$130.00	\$4,810.00
	20	F&I Gate Valve 4" Dia	EA	7		7	3	10	\$2,150.00	\$6,450.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	21	F&I Gate Valve 6" Dia	EA	8		8	2	10	\$2,450.00	\$4,900.00
	23	Connect Water Service	EA	49		49	-4	45	\$475.00	-\$1,900.00
	24	Rem & Repl CS & Box 1" Dia	EA	42		42	-11	31	\$750.00	-\$8,250.00
	25	Rem & Repl CS & Box 1.5" Dia	EA	3		3	2	5	\$950.00	\$1,900.00
	26	Bore Pipe 1" Dia Water Service	LF	120		120	-120	0	\$37.00	-\$4,440.00
	27	F&I Pipe w/GB 1" Dia Water Service	LF	1300		1300	-492.9	807.1	\$57.00	-\$28,095.30
	28	F&I Pipe w/GB 1.5" Dia Water Service	LF	110		110	10.6	120.6	\$63.00	\$667.80
	29	Furnish Temp Water Svc	EA	52		52	-2	50	\$310.00	-\$620.00
	30	F&I Casting Water Service	EA	8		8	-7	1	\$205.00	-\$1,435.00
	31	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200		200	-200	0	\$5.00	-\$1,000.00
Water Main Sub Total:										\$38,261.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Storm Sewer	32	Remove Pipe All Sizes All Types	LF	490		490	-18	472	\$11.00	-\$198.00	
	33	Remove Manhole	EA	4		4	1	5	\$510.00	\$510.00	
	34	Remove Inlet	EA	12		12	-2	10	\$300.00	-\$600.00	
	35	Connect Pipe to Exist Pipe	EA	10		10	2	12	\$440.00	\$880.00	
	36	Connect Pipe to Exist Structure	EA	2		2	1	3	\$700.00	\$700.00	
	41	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	225		225	20.4	245.4	\$65.00	\$1,326.00	
	42	F&I Pipe w/GB 12" Dia Reinf Conc	LF	165		165	-0.2	164.8	\$86.00	-\$17.20	
	43	F&I Pipe w/GB 15" Dia Reinf Conc	LF	525		525	-35.5	489.5	\$95.00	-\$3,372.50	
	44	F&I Pipe w/GB 18" Dia Reinf Conc	LF	60		60	-19	41	\$100.00	-\$1,900.00	
	45	F&I Pipe w/GB 30" Dia Reinf Conc	LF	16		16	-16	0	\$174.00	-\$2,784.00	
	46	Repair Manhole Floor & Invert	EA	3		3	-3	0	\$1,745.00	-\$5,235.00	
	Storm Sewer Sub Total:										-\$10,690.70

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	48	Temp Construction Entrance	EA	3		3	-2	1	\$1,900.00	-\$3,800.00
	49	Inlet Protection - New Inlet	EA	18		18	-8	10	\$240.00	-\$1,920.00
	50	Inlet Protection - Existing Inlet	EA	35		35	-20	15	\$220.00	-\$4,400.00
	52	Construction Signing	SF	18		18	-18	0	\$20.00	-\$360.00
	53	Remove Pavement All Thicknesses All Types	SY	7850		7850	15.6	7865.6	\$11.00	\$171.60
	54	Remove Curb & Gutter	LF	5300		5300	-194.9	5105.1	\$4.50	-\$877.05
	55	Remove Sidewalk All Thicknesses All Types	SY	2750		2750	63.6	2813.6	\$9.00	\$572.40
	56	Remove Driveway All Thicknesses All Types	SY	1130		1130	-8.61	1121.39	\$9.00	-\$77.49
	57	Subgrade Preparation	SY	9980		9980	-124.58	9855.42	\$3.50	-\$436.03
	58	F&I Woven Geotextile	SY	9980		9980	-124.58	9855.42	\$1.90	-\$236.70
	59	F&I Class 5 Agg - 8" Thick	SY	9980		9980	-124.58	9855.42	\$11.75	-\$1,463.82

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 (\$)
	60	F&I Edge Drain 4" Dia PVC	LF	5300		5300	-194.9	5105.1	\$11.00	-\$2,143.90
	61	F&I Curb & Gutter Standard (Type II)	LF	5300		5300	-194.9	5105.1	\$31.00	-\$6,041.90
	62	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3900		3900	-320.79	3579.21	\$107.00	-\$34,324.53
	63	F&I Sidewalk 4" Thick Reinf Conc	SY	2340		2340	116.73	2456.73	\$52.00	\$6,069.96
	64	F&I Sidewalk 6" Thick Reinf Conc	SY	450		450	-348.75	101.25	\$57.00	-\$19,878.75
	65	F&I Driveway 6" Thick Reinf Conc	SY	1250		1250	88.79	1338.79	\$60.00	\$5,327.40
	66	F&I Det Warn Panels Cast Iron	SF	224		224	8	232	\$51.00	\$408.00
	67	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1		1	-1	0	\$900.00	-\$900.00
	68	Casting to Grade - Blvd	EA	6		6	1	7	\$400.00	\$400.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	69	Casting to Grade - no Conc	EA	37		37	-6	31	\$475.00	-\$2,850.00
	70	GV Box to Grade - Blvd	EA	3		3	8	11	\$190.00	\$1,520.00
	71	GV Box to Grade - no Conc	EA	15		15	1	16	\$220.00	\$220.00
	72	Rem & Repl Casting - Inlet	EA	7		7	-5	2	\$705.00	-\$3,525.00
	75	Boulevard Grading	SY	7700		7700	-476.56	7223.44	\$2.00	-\$953.12
	76	Seeding Type C	SY	7700		7700	-476.56	7223.44	\$1.00	-\$476.56
	77	Mulching Type 1 Hydro	SY	7700		7700	-476.56	7223.44	\$0.60	-\$285.94
	78	Weed Control Type B	SY	7700		7700	-7700	0	\$0.10	-\$770.00
									Paving Sub Total	-\$71,031.42

Summary

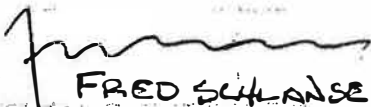
Source Of Funding	Wastewater Utility, Water Utility, Infrastructure Sales Tax, and Special Assessments	
Net Amount Change Order # 3 (\$)		-48,907.52
Previous Change Orders (\$)		\$83,007.41
Original Contract Amount (\$)		\$2,641,759.60
Total Contract Amount (\$)		\$2,675,859.49

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

APPROVED

For Contractor

Title


FRED SCHLANSEK
PRES

APPROVED DATE

Department Head

Mayor

Attest





19

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

March 27, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-24-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 27, 2024, for Asphalt Mill & Overlay, Improvement District No. PR-24-F1, located at Section 1 - 3rd St N to Broadway between 15th Ave N to 19th Ave N, 15th Ave N from Broadway to Elm St N., Section 2 - Broadway N from 9th Ave N to 12th Ave N., Section 3 - 4th St N, 3rd Ave N & 5th St N., Section 4 - 14th St N and NP Ave N., Section 5 - 23rd St S and 1st Ave S., Section 6 - 23rd St. S, 12th Ave S, 11th Ave S, 9th Ave S & 6th Ave S., Section 7 - 18th St S to 21st St S between 6th Ave S and 11th Ave S., Section 8 - 36th St N between Main Ave and 7th Ave N.

The bids were as follows:

Northern Improvement Co	\$2,550,072.20
FM Asphalt LLC	\$2,646,224.88
Border States Paving Inc	\$2,693,437.99
Engineers Estimate	\$2,571,679.50

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$2,550,072.20 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
City Engineer



Engineer's Statement Of Cost
Improvement District # PR-24-F1
Asphalt Mill & Overlay

Section 1 - 3rd St N to Broadway between 15th Ave N to 19th Ave N, 15th Ave N from Broadway to Elm St N., Section 2 - Broadway N from 9th Ave N to 12th Ave N., Section 3 - 4th St N, 3rd Ave N & 5th St N., Section 4 - 14th St N and NP Ave N., Section 5 - 23rd St S and 1st Ave S., Section 6 - 23rd St. S, 12th Ave S, 11th Ave S, 9th Ave S & 6th Ave S., Section 7 - 18th St S to 21st St S between 6th Ave S and 11th Ave S., Section 8 - 36th St N between Main Ave and 7th Ave N.

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:

Asphalt Mill & Overlay Improvement District # PR-24-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1					
1	Traffic Control - Type 1	LS	1.00	8,200.00	8,200.00
2	Rem & Repl Curb & Gutter	LF	500.00	80.00	40,000.00
3	Remove Sidewalk All Thicknesses All Types	SY	648.00	21.50	13,932.00
4	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	135.00	6,750.00
5	Rem & Repl Pavement 7" Thick Asph	SY	100.00	92.00	9,200.00
6	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,850.00	1,850.00
7	Repair Inlet	EA	5.00	450.00	2,250.00
8	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	15.75	31,500.00
9	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	4.20	12,600.00
10	Casting to Grade - no Conc	EA	35.00	325.00	11,375.00
11	GV Box to Grade - no Conc	EA	20.00	100.00	2,000.00
12	F&I Sidewalk 4" Thick Reinf Conc	SY	250.00	110.00	27,500.00
13	F&I Sidewalk 6" Thick Reinf Conc	SY	398.00	115.00	45,770.00
14	F&I Det Warn Panels Cast Iron	SF	736.00	55.00	40,480.00
15	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4,700.00	85.25	400,675.00
16	Mill / Grind Asphalt Pvmt Along Curb	LF	17,209.00	2.00	34,418.00
17	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	10,257.00	3.00	30,771.00
18	Sodding	SY	500.00	63.00	31,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Paint Epoxy Line 4" Wide	LF	1,966.00	3.35	6,586.10
20	Paint Epoxy Line 16" Wide	LF	18.00	23.10	415.80
21	Paint Epoxy Line 24" Wide	LF	420.00	26.25	11,025.00
22	F&I Detection In-Ground Loop	EA	2.00	4,725.00	9,450.00
Section 1 Total					778,247.90

Section 2

23	Traffic Control - Type 1	LS	1.00	3,400.00	3,400.00
24	Rem & Repl Curb & Gutter	LF	100.00	80.00	8,000.00
25	Adjust Curb & Gutter - Mud/Sand Jack	LF	250.00	15.75	3,937.50
26	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.20	2,100.00
27	Casting to Grade - no Conc	EA	12.00	350.00	4,200.00
28	GV Box to Grade - no Conc	EA	3.00	100.00	300.00
29	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	700.00	87.00	60,900.00
30	Mill / Grind Asphalt Pvmt Along Curb	LF	3,130.00	2.90	9,077.00
31	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200.00	11.00	2,200.00
32	Sodding	SY	50.00	63.00	3,150.00
33	Paint Epoxy Line 4" Wide	LF	690.00	3.35	2,311.50
34	Paint Epoxy Line 8" Wide	LF	113.50	7.80	885.30
35	Paint Epoxy Line 24" Wide	LF	48.00	26.25	1,260.00
36	Paint Epoxy Message	SF	16.00	26.25	420.00
37	F&I Detection In-Ground Loop	EA	2.00	4,725.00	9,450.00
Section 2 Total					111,591.30

Section 3

38	Traffic Control - Type 1	LS	1.00	5,500.00	5,500.00
39	Rem & Repl Curb & Gutter	LF	100.00	80.00	8,000.00
40	Remove Sidewalk All Thicknesses All Types	SY	31.00	45.00	1,395.00
41	Rem & Repl Casting - Inlet	EA	1.00	850.00	850.00
42	Repair Inlet	EA	1.00	500.00	500.00
43	Casting to Grade - no Conc	EA	26.00	470.00	12,220.00
44	GV Box to Grade - no Conc	EA	20.00	100.00	2,000.00
45	F&I Sidewalk 6" Thick Reinf Conc	SY	31.00	150.00	4,650.00
46	F&I Det Warn Panels Cast Iron	SF	108.00	72.00	7,776.00
47	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,600.00	86.00	137,600.00
48	Mill / Grind Asphalt Pvmt Along Curb	LF	1,400.00	4.50	6,300.00
49	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1,202.00	4.50	5,409.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Paint Epoxy Line 4" Wide	LF	9,190.00	6.30	57,897.00
51	Paint Epoxy Line 8" Wide	LF	454.00	8.00	3,632.00
52	Paint Epoxy Line 16" Wide	LF	234.00	23.10	5,405.40
53	Paint Epoxy Line 24" Wide	LF	840.00	26.25	22,050.00
54	Paint Epoxy Message	SF	583.00	26.25	15,303.75
55	F&I Grooved Thermoplastic Pavement Marking Message	SF	155.00	57.75	8,951.25
56	F&I Detection In-Ground Loop	EA	4.00	4,500.00	18,000.00
Section 3 Total					323,439.40
Section 4					
57	Traffic Control - Type 1	LS	1.00	1,900.00	1,900.00
58	Rem & Repl Curb & Gutter	LF	100.00	80.00	8,000.00
59	Rem & Repl Pavement 8" Thick Asph	SY	250.00	100.00	25,000.00
60	Adjust Curb & Gutter - Mud/Sand Jack	LF	250.00	15.75	3,937.50
61	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
62	Casting to Grade - no Conc	EA	1.00	350.00	350.00
63	GV Box to Grade - no Conc	EA	1.00	100.00	100.00
64	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	400.00	89.00	35,600.00
65	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1,315.00	4.50	5,917.50
66	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	500.00	4.50	2,250.00
67	Sodding	SY	25.00	63.00	1,575.00
68	Paint Epoxy Line 4" Wide	LF	364.00	3.35	1,219.40
69	Paint Epoxy Line 8" Wide	LF	89.00	8.00	712.00
70	Paint Epoxy Message	SF	32.00	26.25	840.00
Section 4 Total					91,601.40
Section 5					
71	Remove Manhole	EA	1.00	2,100.00	2,100.00
72	Remove Pipe All Sizes All Types	LF	20.00	155.00	3,100.00
73	Rem & Repl Curb & Gutter	LF	30.00	80.00	2,400.00
74	Remove Sidewalk All Thicknesses All Types	SY	10.00	42.00	420.00
75	Repair Manhole Floor & Invert	EA	2.00	2,310.00	4,620.00
76	F&I Pipe Liner 8" Dia 6 mm CIPP	LF	15.00	1,200.00	18,000.00
77	Casting to Grade - no Conc	EA	4.00	410.00	1,640.00
78	GV Box to Grade - no Conc	EA	7.00	100.00	700.00
79	Connect Pipe to Exist Pipe	EA	5.00	680.00	3,400.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
80	Connect Pipe to Exist Structure	EA	2.00	2,730.00	5,460.00
81	F&I Manhole 4' Dia Reinf Conc	EA	1.00	14,175.00	14,175.00
82	F&I Pipe w/GB SDR 26 - 4" Dia PVC	LF	5.00	105.00	525.00
83	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	10.00	120.00	1,200.00
84	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	10.00	315.00	3,150.00
85	Rem & Repl Pavement 7" Thick Reinf Conc	SY	100.00	150.00	15,000.00
86	F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	150.00	4,500.00
87	F&I Det Warn Panels Cast Iron	SF	32.00	56.00	1,792.00
88	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,222.00	88.00	107,536.00
89	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	300.00	10.00	3,000.00
90	Sodding	SY	25.00	63.00	1,575.00
91	Weed Control Type A	SY	8,392.00	0.10	839.20
92	Paint Epoxy Line 4" Wide	LF	2,365.00	3.35	7,922.75
93	Paint Epoxy Message	SF	53.00	26.25	1,391.25
94	Traffic Control - Type 1	LS	1.00	8,000.00	8,000.00
Section 5 Total					212,446.20

Section 6

95	Traffic Control - Type 1	LS	1.00	3,500.00	3,500.00
96	Rem & Repl Curb & Gutter	LF	500.00	80.00	40,000.00
97	Remove Sidewalk All Thicknesses All Types	SY	97.00	28.00	2,716.00
98	Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	135.00	3,375.00
99	Rem & Repl Pavement 9" Thick Asph	SY	500.00	101.00	50,500.00
100	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,850.00	1,850.00
101	Repair Inlet	EA	4.00	450.00	1,800.00
102	Adjust Curb & Gutter - Mud/Sand Jack	LF	750.00	15.75	11,812.50
103	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.20	8,400.00
104	Casting to Grade - no Conc	EA	1.00	425.00	425.00
105	GV Box to Grade - no Conc	EA	12.00	100.00	1,200.00
106	F&I Sidewalk 6" Thick Reinf Conc	SY	104.00	140.00	14,560.00
107	F&I Det Warn Panels Cast Iron	SF	176.00	56.00	9,856.00
108	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,000.00	86.00	258,000.00
109	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	20,945.00	2.70	56,551.50
110	Sodding	SY	50.00	63.00	3,150.00
111	Paint Epoxy Line 4" Wide	LF	574.00	3.35	1,922.90
112	Paint Epoxy Line 8" Wide	LF	100.00	7.80	780.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
113	Paint Epoxy Line 16" Wide	LF	36.00	23.10	831.60
114	Paint Epoxy Line 24" Wide	LF	108.00	26.25	2,835.00
115	Paint Epoxy Message	SF	32.00	26.25	840.00
116	F&I Detection In-Ground Loop	EA	3.00	4,550.00	13,650.00
Section 6 Total					488,555.50
Section 7					
117	Traffic Control - Type 1	LS	1.00	3,000.00	3,000.00
118	Rem & Repl Curb & Gutter	LF	200.00	80.00	16,000.00
119	Remove Sidewalk All Thicknesses All Types	SY	87.00	28.00	2,436.00
120	Rem & Repl Casting - Std Manhole	EA	20.00	450.00	9,000.00
121	Casting to Grade - no Conc	EA	30.00	425.00	12,750.00
122	GV Box to Grade - no Conc	EA	23.00	100.00	2,300.00
123	F&I Sidewalk 6" Thick Reinf Conc	SY	87.00	140.00	12,180.00
124	F&I Det Warn Panels Cast Iron	SF	176.00	56.00	9,856.00
125	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,280.00	86.00	282,080.00
126	Sodding	SY	50.00	63.00	3,150.00
127	Weed Control Type A	SY	22,522.00	0.10	2,252.20
Section 7 Total					355,004.20
Section 8					
128	Traffic Control - Type 1	LS	1.00	3,000.00	3,000.00
129	Rem & Repl Curb & Gutter	LF	100.00	80.00	8,000.00
130	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	135.00	6,750.00
131	Repair Inlet	EA	1.00	450.00	450.00
132	Repair Crack - Rout and Fill	LF	1,600.00	1.60	2,560.00
133	Adjust Curb & Gutter - Mud/Sand Jack	LF	250.00	15.75	3,937.50
134	Casting to Grade - no Conc	EA	1.00	375.00	375.00
135	GV Box to Grade - no Conc	EA	1.00	100.00	100.00
136	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,700.00	80.00	136,000.00
137	Mill / Grind Asphalt Pvmt Along Curb	LF	3,000.00	2.70	8,100.00
138	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	500.00	5.00	2,500.00
139	Sodding	SY	25.00	63.00	1,575.00
140	Paint Epoxy Line 4" Wide	LF	4,728.00	3.35	15,838.80
Section 8 Total					189,186.30
Total Construction in \$					2,550,072.20

Engineering	10.00%	255,007.22
Admin	4.00%	102,002.90
Legal	3.00%	76,502.18
Interest	4.00%	102,002.90
Contingency	5.00%	127,503.63

Total Estimated Costs 3,213,091.03

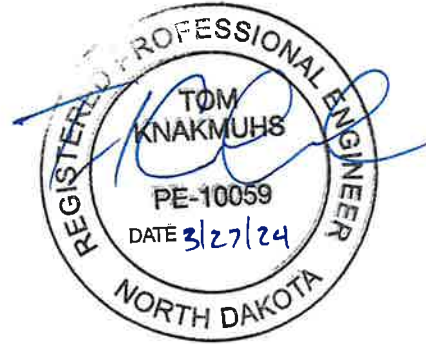
Special Assessments	1,511,841.95
Sales Tax Funds - Infrastructure - 420	1,480,130.92
Utility Funds - Wastewater - 521	70,219.80
Utility Funds - Stormwater - 524	6,158.25
Utility Funds - Street Lights - 528	144,740.11

Unfunded Costs 0.00

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

Date: 03/27/2024

Thomas Knakmuhs
City Engineer



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:

Asphalt Wear Course

20

Improvement

District No. PN-24-A

Call For Bids	<u>April 1</u>	, <u>2024</u>
Advertise Dates	<u>April 10 & 17</u>	, <u>2024</u>
Bid Opening Date	<u>May 8</u>	, <u>2024</u>
Substantial Completion Date	<u>September 20</u>	, <u>2024</u>
Final Completion Date	<u>October 20</u>	, <u>2024</u>

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

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-24-A**

SECTION 1 - EDGEWOOD ESTATES, SECTION 2 - VALLEY VIEW ADDITIONS, SECTION 3 - 53RD AVENUE S, SECTION 4 - GRAYLAND FIRST ADDITION, SECTION 5 - MAPLEWOOD ESTATES ADDITION, SECTION 6 - EAGLE VALLEY, SECTION 7 - BISON MEADOWS SECOND ADDITION.

Nature & Scope

As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. The Contractor will replace areas of broken up pavement, as well as a limited amount of curb & gutter. The Contractor will also be replacing some sections of sidewalk that need updating to meet new standards for the Americans with Disabilities Act. Then pave a new lift of asphalt on the streets.

Purpose

The purpose of the project is to install the final structural layer of pavement to newly constructed streets. This will correct deficiencies in the street caused by settlement and the activities associated with home/commercial construction.

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

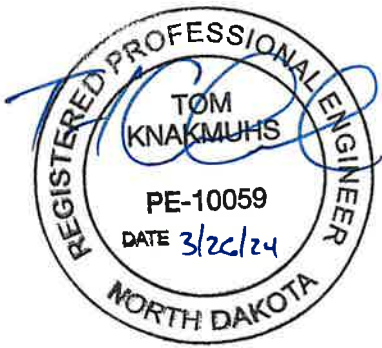
The estimated cost of construction is \$1,752,904.00. The cost breakdown is as follows:

100% Special Assessed		
Construction Cost		\$1,752,904.00
Fees		
Admin	4%	\$70,116.16
Contingency	5%	\$87,645.20
Engineering	10%	\$175,290.40
Interest	4%	\$70,116.16
Legal	3%	\$52,587.12
Total Estimated Cost		\$2,208,659.04
Funding		
Special Assessments	100.00%	\$2,208,659.04

Project Funding Summary		
Special Assessments	100.00%	\$2,208,659.04
Total Estimated Project Cost		\$2,208,659.04

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



T. Knakmuhs
 Thomas Knakmuhs, PE
 City Engineer



**LOCATION AND COMPRISING
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-24-A**

**SECTION 1 - EDGEWOOD ESTATES, SECTION 2 - VALLEY
VIEW ADDITIONS, SECTION 3 - 53RD AVENUE S, SECTION
4 - GRAYLAND FIRST ADDITION, SECTION 5 -
MAPLEWOOD ESTATES ADDITION, SECTION 6 - EAGLE
VALLEY, SECTION 7 - BISON MEADOWS SECOND
ADDITION.**

LOCATION:

LOCATION (Section 1):

On Grandwood Drive North from 35th Avenue North to Aspyn Lane North.
On Parker Place North.
On Aspyn Lane North.

LOCATION (Section 2):

On 56th Street South from 36th Avenue South to 40th Avenue South.
On 37th Avenue South from 56th Street South to Veterans Boulevard South.
On 38th Avenue South from 56th Street South to Veterans Boulevard South.

LOCATION (Section 3):

On 53rd Avenue South from 52nd Avenue South to 63rd Street South.

LOCATION (Section 4):

On 54th Avenue South from 63rd Street South to Grayland Drive South.
On 55th Avenue South from 66th Street South to Grayland Drive South.
On 66th Street South from 150' north of 54th Avenue South to 55th Avenue South.
On 67th Street South from 55th Avenue South to 160' south.
On Grayland Drive South.

LOCATION (Section 5):

On 58th Avenue South from 38th Street South to 41st Street South.
On 41st Street South from 58th Avenue South to 508' south.

LOCATION (Section 6):

On 22nd Street South from 73rd Avenue South to Griffin Drive South.
On 23rd Street South from 73rd Avenue South to 76th Avenue South.
On 24th Street South from Eagle Valley Drive South to 76th Avenue South.

On Aquiline Drive South.
On Griffin Drive South.
On Eagle Valley Drive South.
On 74th Avenue South from 23rd Street South to 25th Street South.

LOCATION (Section 7):

On 15th Street South from 66th Avenue South to 70th Avenue South.
On 16th Street South from 67th Avenue South to 69th Avenue South.
On 17th Street South from 66th Avenue South to 70th Avenue South.
On 66th Avenue South from 15th Street South to 17th Street South.
On 67th Avenue South from 15th Street South to 204' west of 17th Street South.
On 68th Avenue South from 15th Street South to 17th Street South.
On 69th Avenue South from 15th Street South to 16th Street South.

COMPRISING:

COMPRISING (Section 1):

Lots 1 through 27, Block 1.
Lots 1 through 23, Block 2.
Lots 1 through 8, Block 3.
Lots 11 through 13, Block 3.
Lot 1, Block 4.
All in Edgewood Estates.

Lot 1, Block 1, Edgewood Estates 2nd Addition.

COMPRISING (Section 2):

Lot 1, Block 1, Valley View 2nd Addition.

Lot 10, Block 1, Valley View 3rd Addition.

Lots 26 through 45, Block 2.
Lot 1, Block 5.
All in Valley View 4th Addition.

Lot 11, Block 3.
Lots 8 & 9, Block 4.
All in Valley View 5th Addition.

Lot 2, Block 1, Valley View 10th Addition.

Lots 1 through 3, Block 1, Bank Forward Addition.

Lot 3, Block 1, Anne Carlsen Center 1st Addition.

Lots 1 through 5, Block 1, Veterans Square Addition.

COMPRISING (Section 3):

Lots 1 & 2, Block 1, Currier Trust Subdivision.

Lots 1 through 4, Block 1, Ken's Subdivision.

Lots 1 through 3, Block 1, Dittmer Subdivision.

Lot 1, Block 2, Richard 2nd Subdivision.

Lots 1 through 4, Block 1.

Lots 1 through 4, Block 2.

All in Richard 3rd Subdivision.

COMPRISING (Section 4):

Lots 1 through 26, Block 1.

Lots 1 through 11, Block 2.

Lots 2 through 18, Block 3.

Lots 1 through 10, Block 4.

All in Grayland First Addition.

COMPRISING (Section 5):

Lot 1, Block 12, The Pines at The District Addition.

Lot 1, Block 1.

Lots 1 through 50, Block 2.

All in Maplewood Estates Addition.

COMPRISING (Section 6):

Lots 8 & 9, Block 5, Eagle Valley Addition.

Lots 1 through 14, Block 1.

Lots 1 through 15, Block 2.

All in Eagle Valley Third Addition.

Lots 1 through 10, Block 1.
Lots 1 through 12, Block 2.
Lots 1 through 18, Block 3.
All in Eagle Valley Fourth Addition.

Lot 1, Block 1.
Lots 1 through 27, Block 2.
All in Eagle Valley Fifth Addition.

COMPRISING (Section 7):

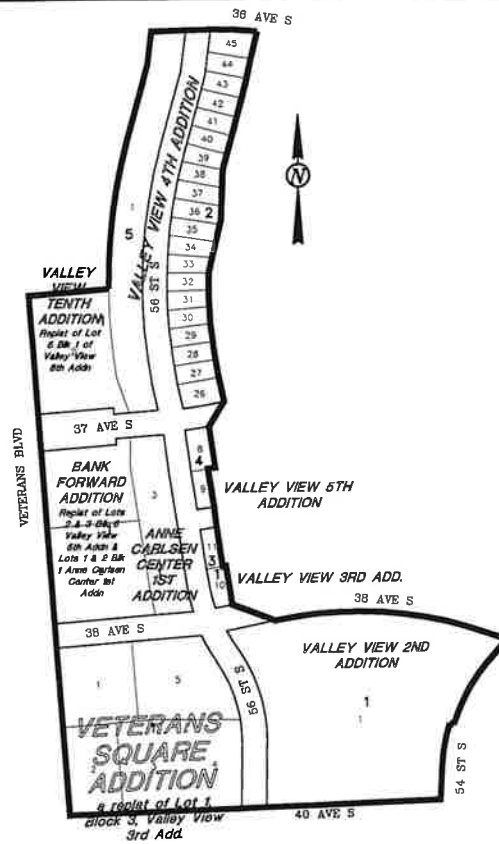
Lots 1 through 17, Block 1.
Lots 45 through 70, Block 2.
Lots 1 through 56, Block 3.
Lots 1 through 26, Block 6.
Lots 1 through 26, Block 7.
Lots 1 through 36, Block 10.
All in Bison Meadows Second Addition.

Lots 1 through 13, Block 1.
Lots 1 through 26, Block 2.
Lots 1 through 24, Block 3.
Lots 1 through 34, Block 4.
Lots 1 through 18, Block 5.
Lots 1 through 29, Block 6.
All in Meadow View Addition.

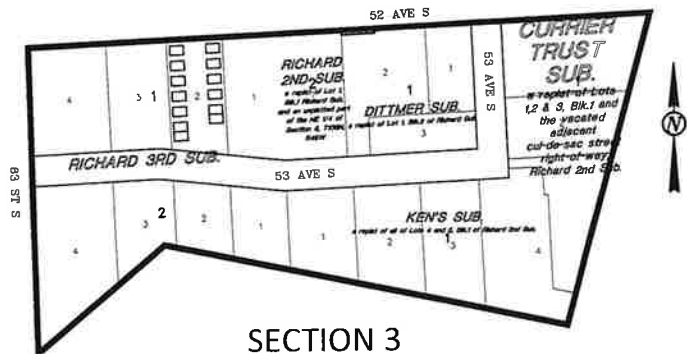
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



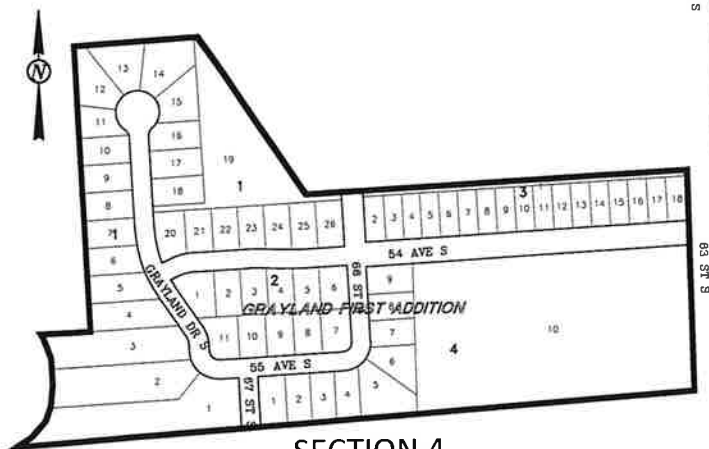
SECTION 1



SECTION 2



SECTION 3



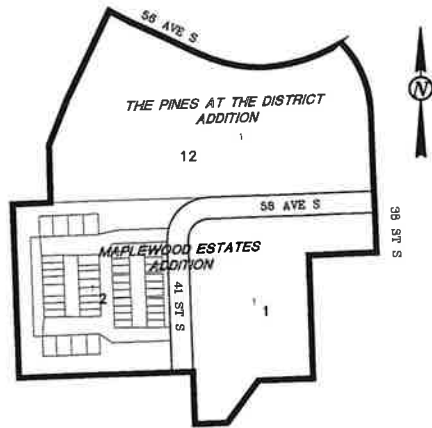
SECTION 4

CITY OF FARGO ENGINEERING
DEPARTMENT

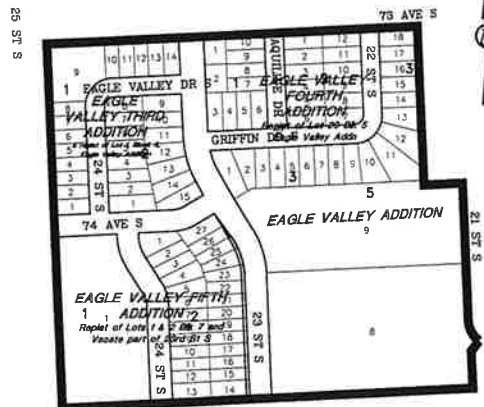
LOCATION & ASSESSMENT AREA

ASPHALT WEAR COURSE

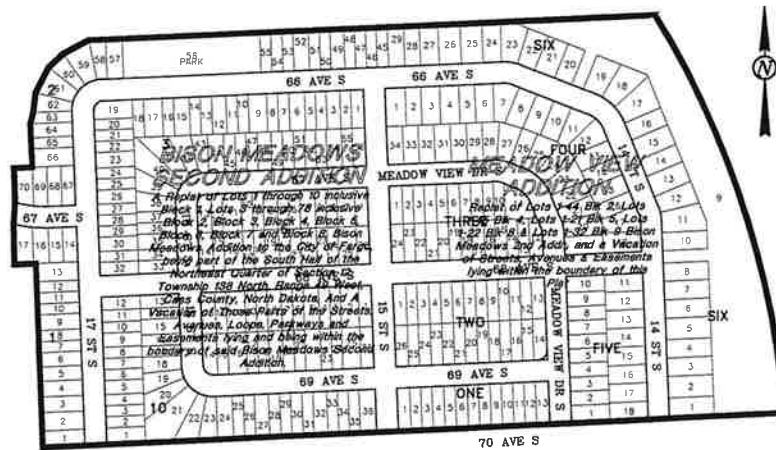
IMPROVEMENT DISTRICT NO. PN-24-A



SECTION 5



SECTION 6



SECTION 7

CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT WEAR COURSE

IMPROVEMENT DISTRICT NO. PN-24-A

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 filed out.

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

21

Paving and Utility Rehab/Reconstruction

Improvement
District No.

BR-24-G

Call For Bids	<u>April 1</u>	<u>2024</u>
Advertise Dates	<u>April 10 & 17</u>	<u>2024</u>
Bid Opening Date	<u>May 8</u>	<u>2024</u>
Substantial Completion Date	<u>September 6</u>	<u>2024</u>
Final Completion Date	<u>October 7</u>	<u>2024</u>

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

Project Engineer Matthew Jennings

Phone No. (701) 241-1545

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-24-G1

Type: 2024 CIP Revision

Location: 13 1/2 Street South

Date of Hearing: 3/11/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/1/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Tom Knakmuhs</u>

The Committee reviewed a communication from City Engineer, Tom Knakmuhs, regarding the addition of Improvement District No. BR-24-G1 to the 2024 CIP.

Engineering has worked with the BLOC Developer to develop a Cost Share Agreement that would reconstruct the entire block on 13 1/2 Street South in lieu of asphalt patches due to service kills. By agreement, the BLOC Developer will pay for half of the street reconstruction and sanitary sewer replacement costs, and all costs to terminate water services on the east half of the roadway. The proposed project has an estimated construction cost of \$416,321 and a total project cost, after markups and contingency, of \$524,565. Proposed funding for the City will be Special Assessments and Prairie Dog Funds.

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

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of adding Improvement District No. BR-24-G1 to the 2024 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Improvement District No. BR-24-G1 to the 2024 CIP.

PROJECT FINANCING INFORMATION:


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

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

COMMITTEE

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

ATTEST:



 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson



**ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-G
13 1/2 ST S, BETWEEN 16TH AVE S & 17TH AVE S**

Nature & Scope

This project is for the replacement of the water services, sanitary sewer main and services, street reconstruction, sidewalk, driveways, and incidentals.

Purpose

This project began as an Agreement between the City of Fargo and the Developer of the new BLOC development. Instead of the Developer needing to excavate into the roadway and eliminate and patch 8 services on the east side of the roadway, the Developer agreed to pay for half of the street reconstruction and sanitary sewer cost, and all costs to terminate water services on the east half of the roadway. Because this project is a result of adjacent redevelopment, the only cost that will be special assessed to the property owners on the west side of the street will be the sanitary sewer replacement including services capped at \$43.30 per front foot. The remaining cost will be City of Fargo Funded. Reconstruction will include asphalt street paving, gravel base, curb and gutter, driveway approaches and sidewalks.

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 \$453,557.05. The cost breakdown is as follows:

Paving

Construction Cost		\$217,278.75
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Fees

Admin	4%	\$8,691.15
Contingency	5%	\$10,863.94
Engineering	10%	\$21,727.88
Interest	4%	\$8,691.15
Legal	3%	\$6,518.36

Total Estimated Cost		\$273,771.23
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Funding

Developer Funded	50.00%	\$136,885.62
State Funds - Other ND	50.00%	\$136,885.61

Sanitary Sewer

Construction Cost		\$158,460.00
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Fees

Admin	4%	\$6,338.40
Contingency	5%	\$7,923.00
Engineering	10%	\$15,846.00
Interest	4%	\$6,338.40
Legal	3%	\$4,753.80

Total Estimated Cost		\$199,659.60
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Funding

Special Assessments	8.68%	\$17,322.60
Developer Funded	50.00%	\$99,829.80
State Funds - Other ND	41.32%	\$82,507.20

Water Main

Construction Cost \$77,818.30
Fees

Admin	4%	\$3,112.73
Contingency	5%	\$3,890.92
Engineering	10%	\$7,781.83
Interest	4%	\$3,112.73
Legal	3%	\$2,334.55

Total Estimated Cost **\$98,051.06**

Funding

Developer Funded	26.21%	\$25,704.00
State Funds - Other ND	73.79%	\$72,347.06

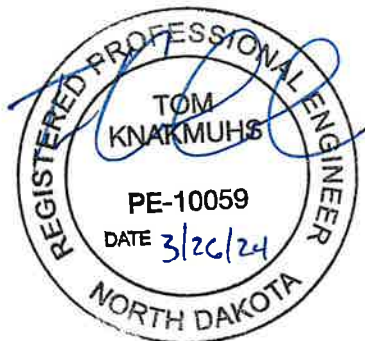
Project Funding Summary

Special Assessments	3.03%	\$17,322.60
Developer Funded	45.92%	\$262,419.42
State Funds - Other ND	51.05%	\$291,739.87

Total Estimated Project Cost **\$571,481.89**

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
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-G
13 1/2 ST S, BETWEEN 16TH AVE S & 17TH AVE S**

LOCATION:

13 1/2 Street South, between 16th Avenue South & 17th Avenue South.

COMPRISING:

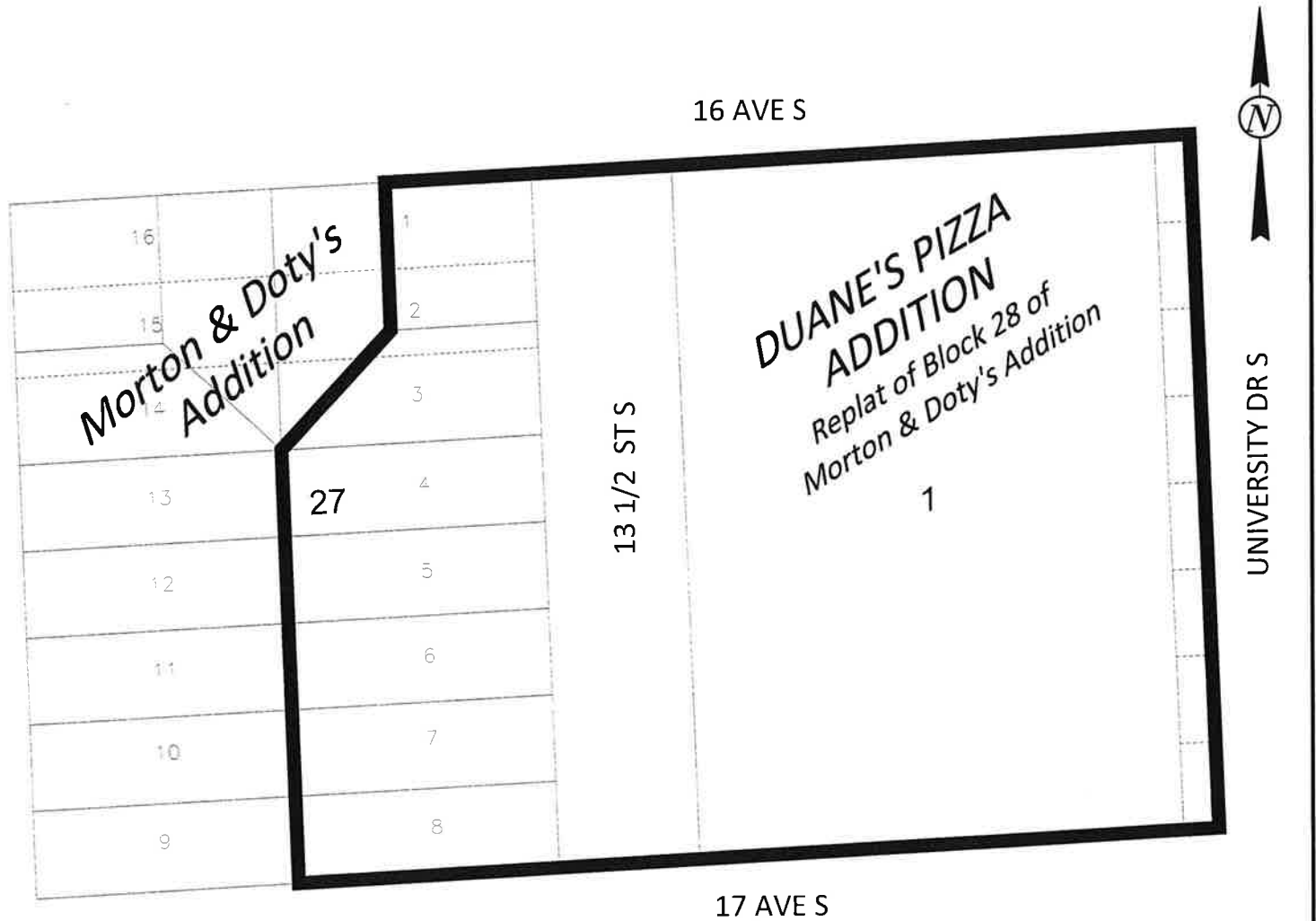
Lot 1, Block 1.

All platted in Duane's Pizza Addition.

Lots 4 through 8, and E 85 FT OF 1 & E 85 FT OF N 35 FT OF 2, and PT OF 2 & 3, BEG 85 FT S OF NE COR OF BLK 27 W 85 FT OF S 45 DEG WLY 91.9 FT E 150 FT N 65 FT TO BEG, Block 27.

All platted in Morton & Dotys Addition.

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



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-24-G

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:

22

Asphalt Paving Rehab/Reconstruction

Improvement
District No. PR-24-H

Call For Bids	<u>April 1</u>	,	<u>2024</u>
Advertise Dates	<u>April 10 & 17</u>	,	<u>2024</u>
Bid Opening Date	<u>May 8</u>	,	<u>2024</u>
Substantial Completion Date	<u>October 4</u>	,	<u>2024</u>
Final Completion Date	<u>November 3</u>	,	<u>2024</u>

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

Project Engineer Aaron Edgar

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
ASPHALT PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-24-H**

ON 19TH AVENUE SOUTH FROM 42ND STREET TO 39TH STREET, ON 39TH STREET SOUTH FROM 19TH AVENUE TO 17TH AVENUE, AND ON 40TH STREET SOUTH FROM 19TH AVENUE TO 20TH AVENUE.

Nature & Scope

The proposed project will include a full street reconstruction and incidentals.

Purpose

The street reconstruction is necessary because the existing asphalt street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, drain tile, curb and gutter, and ADA ramps.

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 \$2,176,690.00. The cost breakdown is as follows:

Street Lights

Construction Cost		\$92,682.00
Fees		
Admin	4%	\$3,707.28
Contingency	5%	\$4,634.10
Engineering	10%	\$9,268.20
Interest	4%	\$3,707.28
Legal	3%	\$2,780.46
Total Estimated Cost		\$116,779.32
Funding		
Utility Funds - Street Lights - 528	100.00%	\$116,779.32

Paving

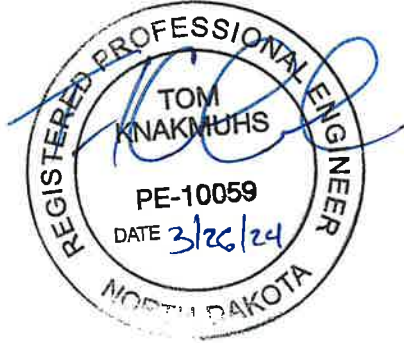
Construction Cost		\$2,084,008.00
Fees		
Admin	4%	\$83,360.32
Contingency	5%	\$104,200.40
Engineering	10%	\$208,400.80
Interest	4%	\$83,360.32
Legal	3%	\$62,520.24
Total Estimated Cost		\$2,625,850.08
Funding		
Special Assessments	60.48%	\$1,588,228.39
State Funds - Other ND	39.52%	\$1,037,621.69


Project Funding Summary

Special Assessments	57.91%	\$1,588,228.39
Utility Funds - Street Lights - 528	4.26%	\$116,779.32
State Funds - Other ND	37.83%	\$1,037,621.69
Total Estimated Project Cost		\$2,742,629.40

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
ASPHALT PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-24-H**

ON 19TH AVENUE SOUTH FROM 42ND STREET TO 39TH STREET, ON 39TH STREET SOUTH FROM 19TH AVENUE TO 17TH AVENUE, AND ON 40TH STREET SOUTH FROM 19TH AVENUE TO 20TH AVENUE.

LOCATION:

On 19th Avenue South from 42nd Street to 39th Street, on 39th Street South from 19th Avenue to 17th Avenue, and on 40th Street South from 19th Avenue to 20th Avenue.

COMPRISING:

Lots 1 through 10, Block 6.

All in West Acres 4th Addition.

Lot 1, Block 7.

Lots 5 through 7, Block 7.

All in West Acres 4th Addition.

Lots 1 through 7, Block 4.

All in West Acres 4th Addition.

Lots 1 and 2, Block 1.

All in West Acres 7th Addition.

Lot 1, Block 1.

All in T Sloan Addition.

Lots 13 through 15, Block 5.

All in West Acres 4th Addition.

Lot 2, Block 1.

All in AAA North Dakota Addition.

Lot 1, Block 1.

All in Pinehurst 1st Addition.

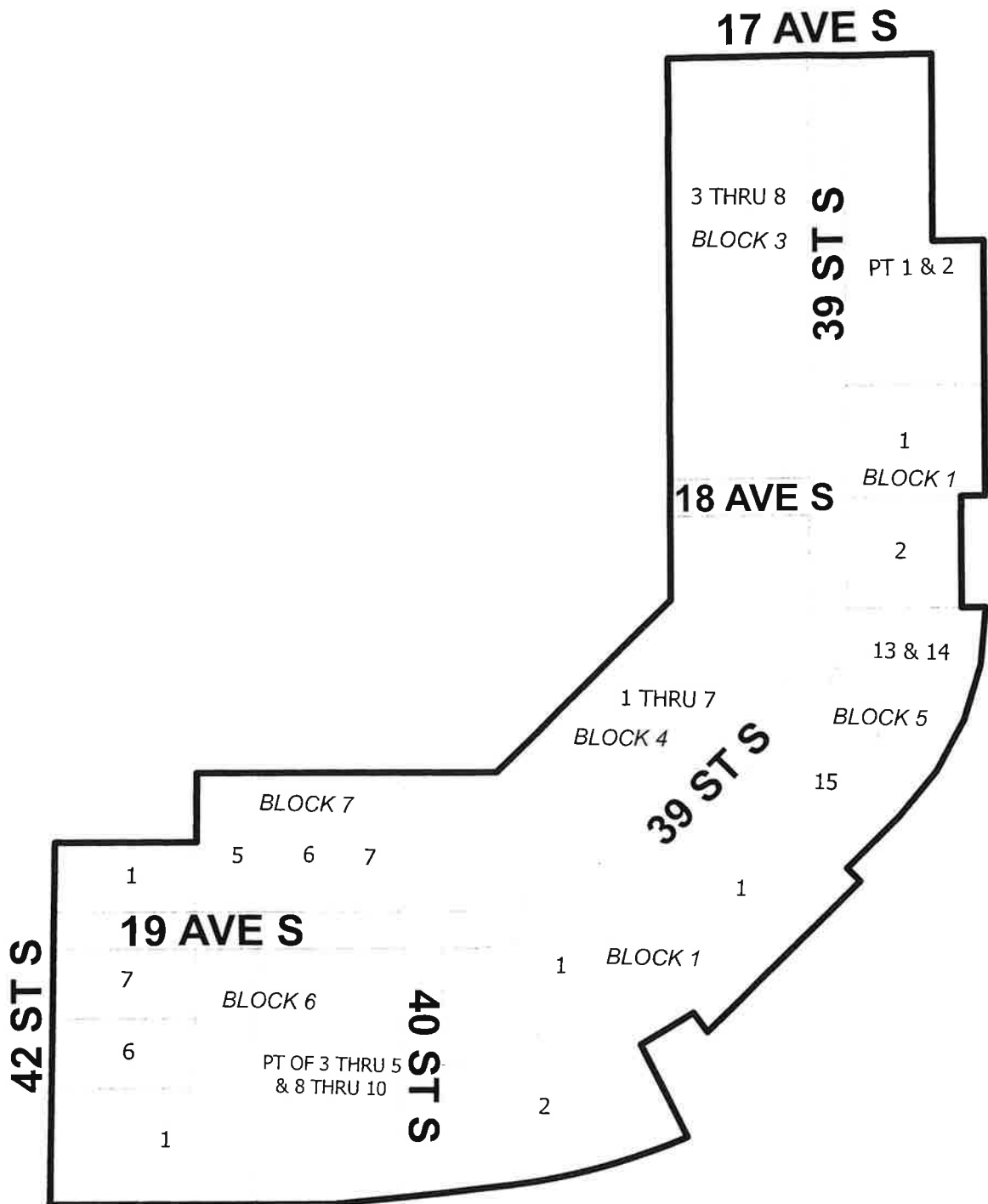
Lots 1 and 2, Block 1.

All in West Acres 1st Addition.

Lots 3 through 8, Block 3.

All in West Acres 4th Addition.

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



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
PAVING REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. PR-24-H1

25

To: Board of City Commissioners
From: Jill Minette, Director of Human Resources
Date: March 28, 2024
Re: Employment Contract

An employment contract with Mary Krueger for the Contract Health and Wellness Coordinator position in the is attached. This full-time contract grant funded position was approved by the Finance Committee in 2023.

I am requesting your approval of the attached employment contract. Thank you for your consideration.

RECOMMENDED MOTION: To approve the employment contract with Mary Krueger for the Contract Health and Wellness Coordinator position.

AGREEMENT

HEALTH AND WELLNESS COORDINATOR

THIS AGREEMENT made and entered into effective the 15th day of April, 2024, by and between Mary Krueger, (hereinafter referred to as “Krueger”) and the CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to fill the position of Health and Wellness Coordinator within the City of Fargo Police Department as a contracted employee; and,

WHEREAS, the City desires to appoint Krueger to perform the duties and services of Health and Wellness Coordinator and for purposes of the City’s budgeting process, to recognize a contract employment relationship for a period beginning April 15, 2024 and ending April 14, 2026, but which is still an “at-will” employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Krueger has agreed to accept such appointment to perform the duties and services of Health and Wellness Coordinator on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Krueger for the purpose of performing the duties and services of Health and Wellness Coordinator as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning April 15, 2024 and ending April 14, 2026, but may be terminated by either party at any time, upon written notice to the other party. This relationship is an “At-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Krueger in the amount of \$30.87 per hour for any and all duties and services performed as Health and Wellness Coordinator during the year 2024. If the City Commission awards a 2025 Cost of Living Adjustment (COLA), Krueger is eligible to receive a COLA adjustment. To the extent this agreement is still in effect, beginning in years 2025 and thereafter, Krueger’s compensation shall be adjusted annually, at the time of her step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer’s share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. Krueger will be full time and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance, and Flexible Spending and will be covered under the City’s long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, Krueger will accrue annual and sick leave.

6. During the term of this agreement, Krueger agrees to comply with all employee policies of the City of Fargo and the Police Department, including all safety rules and procedures.

7. The parties hereto understand and agree that Krueger shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

[DEPARTMENT]

By: _____

David Zibolski, Chief of Police

Mary Krueger



26

Memorandum

DATE: April 1, 2024
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building at 1208 University Dr. S.

Background:

The property at 1208 University Dr. S., Fargo was declared a Dangerous Building during the regular meeting of the City Commission on October 30, 2023. At this meeting, the Board approved the deadline for removal of the structure by December 29, 2023. On December 12, 2023, a purchase agreement was signed by the current owner, Beverly Woitzel, to sell the property to Gabbert Equities, LLC ("Gabbert").

An extension was granted on December 26, 2023, contingent on Gabbert (1) securing ownership; (2) obtaining all necessary permits; and (3) performing the necessary repairs to the dangerous building so that it is code-compliant and no longer considered a dangerous building on or before April 1, 2024.

Significant improvements have been made to the property after the sale of the property. The Inspections Department has determined that sufficient work has been completed on the structure and a vacation of the "dangerous building" Findings of Fact, Conclusions and Order, and any amendment is appropriate.

The recommendation is **to vacate the Findings of Fact, Conclusions and Order, and any amendment for the property located at 1208 University Drive South.**

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FARGO POLICE DEPARTMENT

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

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: City of Fargo Commission

From: Chief David Zibolski *DZ*

Date: 04/01/2024

RE: FLOCK Pilot Project Implementation

COPY

Last year the Fargo Police Department engaged FLOCK safety, which is a technology company that provides stationary license plate readers, cameras, and computer platforms, to not only gather intelligence but lower crime in communities. Other communities that have implemented FLOCK technology have seen great results in collecting actionable evidence which has led to those cities solving, deterring, and reducing crime. Our purpose of reaching out to FLOCK was to inquire about the possibility of testing their available equipment and systems to see if they would be a viable option to assist with enforcement, crime reduction, and intelligence gathering efforts within the City of Fargo.

Flock has since offered the City of Fargo the option to participate in a 60 day pilot program which would allow us to place twenty-one license plate readers (LPR) within areas identified by Police Department Intelligence Analysts by using crime and calls for service data. Also, as part of the pilot program all of our downtown cameras would be replaced with FLOCK cameras. Having both LPR's and our downtown camera system on the same technology platform will give our Intelligence and analysis unit a great advantage in gathering the real-time data needed to assist the police department with deterring and solving crimes.

The 60 day pilot program will start when the first camera or LPR is installed. When the 60 day pilot program is complete, the City of Fargo will have the ability to opt out of using the FLOCK system at no charge. If the City of Fargo wishes to continue using the system, all of the piloted technology will be purchased for \$116,740.00. I plan on providing an update of the pilot program's progress to the Commission within the 60 day window of the pilot program in order to give more in depth

information on progress and the technology provided if FLOCK truly appears to be a good option for crime reduction within the City.

The contract for our partnership with FLOCK Safety has been reviewed and approved by the City Attorney.

I am requesting Commission approval to move forward with the free 60 day FLOCK pilot program.

In addition, pending a successful 60 day pilot program review of FLOCK technology within the City of Fargo, I am requesting Commission approval for \$116,740.00 to be removed from our seized asset account in order to purchase the technology and equipment supplied and installed during the pilot program. These funds will allow for the operation of that technology in 2024.

Suggested Motion

Approve the 60 day pilot program and expenditure of \$116,740.00 from the Police Department's seized asset account.

Flock Safety + ND - Fargo PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Taylor Moch
taylor.moch@flocksafety.com
7012001283

f'lock safety

flock safety

EXHIBIT A ORDER FORM

Customer: ND - Fargo PD
 Legal Entity Name: ND - Fargo PD
 Accounts Payable Email: wahlfeldt@fargond.gov
 Address: 105 25th St N Fargo, North Dakota 58102

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.
 Retention Period: 30 Days

PROJECT PROVE IT

Customer will have a 60 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

Hardware and Software Products Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$100,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	10	Included
Flock Safety Falcon® LR	Included	11	Included
Flock Safety Video Products			
Flock Safety Condor™ PTZ w/ LTE Service	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	9	\$1,350.00
Professional Services - Advanced Implementation Fee (Falcon LR)	\$1,000.00	11	\$11,000.00
Condor Professional Services - Standard Implementation Fee	\$750.00	5	\$3,750.00
		Subtotal Year 1:	\$116,750.00
		Annual Recurring Subtotal:	\$100,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$216,750.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At PPI End Date	\$116,750.00
Annual Recurring after Year 1	\$100,000.00
Contract Total	\$216,750.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® LR	A long-range infrastructure-free license plate reader camera designed for high speed vehicles that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: ND - Fargo PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc., a Delaware Corporation, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

- 1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
- 1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.
- 1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
- 1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.
- 1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.
- 1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.
- 1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer shall endeavor to contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Term*”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”), for no more than three successive renewal terms, unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“*Cure Period*”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES (2X) THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION

ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“*Deployment Plan*”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“*Customer Obligations*”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



March 27, 2024

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

RE: Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and Black Dirt
RFP24138

Commissioners:

On March 22, 2024, proposals were received for Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and Black Dirt in response to RFP24138. Several different contractors submitted proposals for the different products requested. The results are shown below with the lowest prices in bold.

<u>Class 5 Gravel</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	n/a	n/a
Earthwork Services	\$19.25	\$19.75
Holcim	\$20.75	n/a
Northern Improvement	n/a	\$23.50
Asplin Excavating Inc.	\$18.76	\$18.17
L.G. Everist, Inc.	\$39.35	n/a

<u>Crushed/Recycled Concrete</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	\$25.00	\$21.00
Border States Paving	n/a	\$18.00
Earthwork Services	\$20.50	\$16.50
Holcim	\$27.00	\$21.00

<u>NDDOT FAA 43 Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
FM Asphalt	n/a	\$65.00
Northern Improvement	n/a	\$62.15
Border States Paving	n/a	\$62.50

<u>NDDOT Class 27 Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
No Bids Received		

<u>3/8" Minus Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
No Bids Received		

<u>3/8" Minus Cold Mix Asphalt</u> Northern Improvement	<u>Price Delivered (Ton)</u> n/a	<u>Price Picked Up (Ton)</u> \$194.00 *Omega Cold Patch
<u>CRS-2 Emulsified Asphalt</u> No Bids Received	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
<u>CSS-1h Emulsified Asphalt</u> No Bids Received	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
<u>4000 PSI Concrete</u> Kost Material Holcim	<u>Price Delivered (CY)</u> \$155.00 \$171.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>5000 PSI Concrete</u> Kost Material Holcim	<u>Price Delivered (CY)</u> \$161.00 \$177.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>Fast-Track Concrete</u> Kost Material Holcim	<u>Price Delivered (CY)</u> \$167.00 \$184.50	<u>Price Picked Up (CY)</u> n/a n/a
<u>Controlled Density Fill Concrete (CDF)</u> Kost Material Holcim	<u>Price Delivered (CY)</u> \$118.00 \$127.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>FA2 Crushed Granite</u> LG Everist	<u>Price Delivered (CY)</u> \$62.15	<u>Price Picked Up (CY)</u> \$28.80
<u>FA2.5 Crushed Granite</u> LG Everist	<u>Price Delivered (CY)</u> \$59.75	<u>Price Picked Up (CY)</u> \$26.40
<u>Concrete Materials</u> No Bids Received	<u>Price Delivered (CY)</u>	<u>Price Picked Up (CY)</u>
<u>#4x20' Epoxy Coated Rebar Grade 60</u> No Bids Received	<u>Price Delivered (CY)</u>	<u>Price Picked Up (CY)</u>
<u>Black Dirt</u> Northland Tree and Stump Removal Asplin Excavating Inc.	<u>Price Delivered (CY)</u> \$33.00 \$32.23	<u>Price Picked Up (CY)</u> \$28.50 \$31.26

RECOMMENDATION:

RFP24138: I/we suggest motion to award the individual items of the Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt, and Black Dirt as indicated in bold lettering above.
RFP24138

Respectfully submitted,



Corey Houim
Services Manager
Fargo Public Works

RFP RESULTS (RFP 24138) - AGGREGATE MATERIALS

March 27, 2024

Class 5/Ton

Company	Delivered	Picked Up
Kost Materials	n/a	n/a
Earthwork Services	\$19.25	\$19.75
Holcim	\$20.75	n/a
Northern Improvement	n/a	\$23.50
Asplin Excavating Inc.	\$18.76	\$18.17
L.G. Everist, Inc.	\$39.35	n/a

CRS-2 Emulsified Asphalt/Ton

Company	Delivered	Picked Up
No Bids	n/a	n/a
No Bids	n/a	n/a

CSS-1h Emulsified Asphalt/Ton

Company	Delivered	Picked Up
No Bids	n/a	n/a

FA2 Crushed Granite/Ton

Company	Delivered	Picked Up
L.G. Everist, Inc.	\$62.15	\$28.80

Crushed/Recycled Concrete/Ton

Company	Delivered	Picked Up
Kost Materials	\$25.00	\$21.00
Border States Paving	n/a	\$18.00
Earthwork Services	\$20.50	\$16.50
Holcim	\$27.00	\$21.00

FA2.5 Crushed Granite/Ton

Company	Delivered	Picked Up
L.G. Everist, Inc.	\$59.75	\$26.40

Asphalt/Ton

Company	FAA 43	3/8 Minus	OmegaMix
FM Asphalt	\$65.00		
Northern Improvement	\$62.15		\$194.00
Border States Paving	\$62.50		

Concrete/CY

Company	4000 PSI	5000 PSI	Fast-Track	CDF
Kost Material	\$155.00	\$161.00	\$167.00	\$118.00
Holcim	\$171.00	\$177.00	\$184.50	\$127.00

Concrete Materials

Company	24"X2" Rings	27"x2" Rings	Concrete Base MCB-B4406	Concrete Barrel MCB-H-27-2.00SIH
No Bids				

#4x20' Epoxy Coated Rebar Grade 60

Company	Delivered	Picked Up
No Bids		

Black Dirt

Company	Delivered	Picked Up
North Land Tree and Stump	\$33.00	\$28.50
Asplin Excavating, Inc.	\$32.23	\$31.26
n/a	n/a	n/a



29

TO: Board of City Commissioners
FROM: Tom Ganje, Fleet Purchasing Manager
RE: Lease Agreement for Towable Stump Grinder – RFP24110
DATE: March 27, 2024

Commissioners:

The attached agreement with CapFirst Equipment Finance is in regard to a Towable Stump Grinder to be used by Public Works within the City of Fargo. Purchase and funding were approved in the 2024 budget process, quotes were obtained and reviewed on February 15, 2024.

Suggested Motion:

Move to approve the lease agreement with CapFirst Equipment Finance for a Towable Stump Grinder (RFP24110).

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



3266 Oak Ridge Loop E
West Fargo, ND 58078

March 15, 2024

City of Fargo, North Dakota
ATTN: Tim Mahoney
225 4th Ave N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40005556

Dear Mr. Mahoney:

Enclosed please find the following documentation for this lease:

- Invoice for Advance Payment and Documentation Fee
- Lease with Option to Purchase Agreement No. 40005556
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-GC -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

A handwritten signature in blue ink, appearing to read 'David Suppes'.

David Suppes
President



3266 Oak Ridge Loop E
West Fargo, ND 58078

INVOICE

Advance Payment

Invoice#:

Invoice Date:

3/15/2024

Remit To:

Invoice to:

CapFirst Equipment Finance, Inc.
3266 Oak Ridge Loop E
West Fargo, ND 58078

City of Fargo, North Dakota
Attn: Forestry Dept
402 23rd St N
Fargo, ND 58102

LEASE#	AMOUNT
40005556	
First Advance Payment:	\$15,000.00
Documentation Fee	\$300.00
Total Amount Due:	\$15,300.00

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005556

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

CITY OF FARGO, NORTH DAKOTA

As Lessee

Dated as of March 15, 2024

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 3/15/2024 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 3266 Oak Ridge Loop E West Fargo, ND 58078; and City of Fargo, North Dakota a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 225 4th Ave N, Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Fargo, North Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Fargo, North Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

(j) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of

the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment.

Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph. Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR:
CAPFIRST EQUIPMENT FINANCE, INC.

By: _____
 Replace
Title: _____
Date: 3/15/2024

LESSEE:
City of Fargo, North Dakota

By: _____
 [Signature]
Name/Title: Tim Mahoney / Mayor
Date: 3/15/2024

ATTEST:

By: _____
 [Signature]
Name/Title: Steven Sprague / City Auditor

EXHIBIT A
EQUIPMENT

Lessee: City of Fargo, North Dakota
225 4th Ave N
Fargo, North Dakota 58102

Date of Lease: 3/15/2024
Lease #: 40005556

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Location Site: 225 4th Ave N Fargo, North Dakota 58102

QTY.	SERIAL NO.	DESCRIPTION
1	4FMUS1413NR521826	2024 Bandit 3100T0W Towable Stump Grinder

Description of Financed Amount:

Cost of above Equipment	\$74,556.50
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	
Down Payment	
Net Financed Amount:	\$74,556.50

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo, North Dakota
225 4th Ave N
Fargo, North Dakota 58102

Date of Lease: 3/15/2024
Lease #: 40005556

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
3/15/2024	\$15,000.00	\$0.00	\$15,000.00	\$61,452.00
3/15/2025	\$14,096.00	\$3,507.54	\$10,588.46	\$50,275.00
3/15/2026	\$14,096.00	\$2,883.94	\$11,212.06	\$38,567.00
3/15/2027	\$14,096.00	\$2,223.62	\$11,872.38	\$26,303.00
3/15/2028	\$14,096.00	\$1,524.40	\$12,571.60	\$13,457.00
3/15/2029	\$14,096.00	\$784.00	\$13,312.00	\$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Fargo, North Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated March 15, 2024 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 3/15/2024 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of North Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

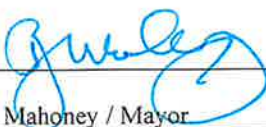

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: March 15, 2024

City of Fargo, North Dakota

By:  
Name/Title: Tim Mahoney / Mayor

ATTEST:



By:  
Name/Title: Steven Sprague / City Auditor

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40005556

BE IT RESOLVED by the governing body of the City of Fargo, North Dakota (the Issuer), as follows:

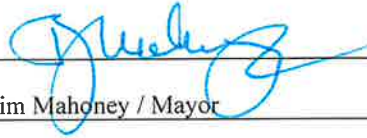
Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40005556 dated as of 3/15/2024 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

City of Fargo, North Dakota

By: _____



Name/Title: Tim Mahoney / Mayor

ATTEST:

By: _____



Name/Title: Steven Sprague / City Auditor

INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

<u>INSURANCE AGENT DATA:</u>	
NAME OF INSURANCE AGENT:	<u>Bell Insurance</u>
ADDRESS:	<u>318 Broadway, Fargo ND 58102</u>
PHONE #:	<u>701-297-1805</u>
CONTACT PERSON:	<u>Ross Gailfus</u>

Named Insured / Lessee:

City of Fargo, North Dakota

Lease with Option to Purchase Agreement No.:

40005556

Coverage:

All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:

Loss Payee(s) As Their Interests

May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078

Coverage:

General Liability

Certificate Holders:

Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Bell Insurance PO Box 1470 Fargo ND 58107	CONTACT NAME: Ross Gailfus PHONE (A/C, No, Ext): 701-297-1805 E-MAIL ADDRESS: rgailfus@bell.insurance	FAX (A/C, No): 701-239-0009
	INSURER(S) AFFORDING COVERAGE	
INSURED City of Fargo 225 4th St N Fargo ND 58102	INSURER A : ND Insurance Reserve Fund	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 1328091966 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL000333415	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA000230018	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater Limit Equipment Floater Ded			IM000114713	6/1/2023	6/1/2024	Owned/Leased/Rented Deductible 67,829,339 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Leased Equipment
40005382 City of Fargo 2023 Case 921G Wheel Loader with GP JRB Coupler Bucket NPF256948 \$267,525.00
40005358 City of Fargo Canon DX C5850i Color Imagerunner Copier with related accessories 3GB06568 \$11,531.85
40005282 City of Fargo John Deere 672GP Motor Grader 1DW672GPLPF718254 \$372,547.24
40005282 City of Fargo Short Post Falls Wing 1756722 \$19,702.76
40005122 City of Fargo Caterpillar 906-14SLHF Compact Wheel Loader with Loadrite Smart Scale System (Serial: X062041) and Bucket-LM 1.65 YD3 (Serial: X0602031) MZ600462 \$83,390.00
See Attached...

CERTIFICATE HOLDER CapFirst Equipment Finance, Inc. and/or Its Assigns 3266 Oak Ridge Loop E West Fargo ND 58078 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bell Insurance		NAMED INSURED City of Fargo 225 4th St N Fargo ND 58102	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**



- 40005046 City of Fargo Freightliner M2-106 with Vactor Ramjet System 3ALACYFE6RDVC2195 \$335,834.00
- 40005014 City of Fargo Morbark 1415 Tree Chipper 4S8SZ161XPW073401 \$46,875.00
- 40005014 City of Fargo Morbark 1415 Tree Chipper 4S8SZ1618PW073400 \$46,875.00
- 40004954 City of Fargo 2023 John Deere 950K Dozer with related attachments 1T0950KXCPF441624 \$784,000.00
- 40004938 City of Fargo 2023 Ford Expedition 1FMJU1G86PEA30574 \$52,509.92
- 40004888 City of Fargo Vactor 2100i on a Freightliner 114SD (VIN: 1FVHG3FM9PHUM8134) with Vanguard System 23-04V-21619 \$643,889.00
- 40004782 City of Fargo 2023 Sioux SF20 Steam Flo Generator 2302009 \$84,200.00
- 40004630 City of Fargo 2022 Ford F-550 with EVI Aluminum 12' Non-Walk in Body Fire Apparatus 1FD0W5HT0NEE58993 \$371,558.00
- 40004624 City of Fargo 2023 Ford F-150 XL 1FTFW1E82PKD11439 \$46,666.83
- 40004596 City of Fargo 2022 Ford F550 with Southco 1166 Chip Box (Serial: 330-21-8232) 1FDUF5HT5NDA12944 \$85,235.00
- 40004388 City of Fargo 2022 Freightliner M2-106 with Automizer Refuse System (Serial: AU22127IRS) 1FVHCYFE9NHNC6888 \$198,363.00
- 40004388 City of Fargo 2022 Freightliner M2-106 with Automizer Refuse System (Serial: AU22127ISV) 1FVHCYFE0NHNC6889 \$198,363.00
- 40004386 City of Fargo 2022 Freightliner 114SD with Vactor 2100i (Serial: 22-07V-21045) and Vanguard System 1FVHG3FM2PHUD1879 \$584,962.00
- 40004230 City of Fargo 2022 John Deere 850L Dozer 1T0850LXCNF419615 \$468,300.00
- 40003892 City of Fargo 2021 Zuidberg North America Front Hitch ` \$12,900.00
- 40003892 City of Fargo 2021 P980 Pronovost Group 111 Double Auger - \$15,700.00
- 40003892 City of Fargo 2021 John Deere 5125R Tractor 1LV5125RCMM451204 \$90,475.00
- 40003460 City of Fargo 2021 Freightliner M2-106 with Heil Rapid Rail Side Load Refuse Body (Serial: RR8105826) 3ALHG5FEXMDMR8448 \$203,605.00
- 40003460 City of Fargo 2021 Freightliner M2-106 with Heil Rapid Rail Side Load Refuse Body (Serial: RR8105825) 3ALHG5FE8MDMR8447 \$203,605.00
- 40003292 City of Fargo 2021 John Deere 644P Wheel Loader 1DW644PAVMLZ10493 \$205,000.00
- 40003292 City of Fargo 2020 GF Manufacturing 502893 Landfill Equipment Package X990750 \$13,500.00
- 40003234 City of Fargo 2021 International HV 607-Roll Off Chassis 3HTEKTAT2MN378380 \$97,909.00
- 40003234 City of Fargo 2020 Galbreath U5-DPHK-200 Hook Hoist mounted on 2021 International Chassis 13H46269 \$62,178.00
- 40003212 City of Fargo 2020 Ford F450 with Crane Body 1FDOX4HT0LED96578 \$112,845.00
- 40002778 City of Fargo Bomag BC772RB4 Compaction Roller - CE 101570021106 \$630,000.00
- 40002712 City of Fargo 2020 Freightliner w/ Heil Rapid Rail Automated Sideloader 3ALHG5FEXLDMD3805 \$204,855.00
- 40002712 City of Fargo Heil Rapid Rail Automated Sideloader mounted on a 2020 Freightliner RR8105732 \$1,000.00
- 40002524 City of Fargo-Street Dept 2020 John Deere 672G Motor Grader 1DW672GPPLF703092 \$254,250.00
- 40002524 City of Fargo-Street Dept 2020 Little Falls Machine Wing 1500819 \$16,500.00
- 40001796 City of Fargo-Solid Waste Dept. 2019 John Deere 350G LC FT4 Excavator 1FF350GXKKF813403 \$262,000.00
- 40001796 City of Fargo-Solid Waste Dept. JRB 350CPLR Power Latch Coupler AKRPLR8ST330395 \$10,500.00
- 40001796 City of Fargo-Solid Waste Dept. JRB 350 48" HD Bucket J000110431-1 \$7,200.00
- 40001796 City of Fargo-Solid Waste Dept. Paladin Brand 300 Frost Ripper J000110425-1 \$3,300.00
- 40001796 City of Fargo-Solid Waste Dept. Magnum RSG 30 Sorting Grapple WG82699 \$50,000.00
- 40005556 - City of Fargo - 2024 Bandit 3100TOW Towable Stump Grinder, S#4FMUS1413NR521826, \$74556.50

Certificate Holder Included as Loss Payee and Additional Insured - Lessor.

CERTIFICATE OF INCUMBENCY

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005556
DATED AS OF 3/15/2024

I, Steven Sprague, do hereby certify that I am the duly elected or appointed and acting City Auditor of the City of Fargo, North Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
<u>Tim Mahoney</u>	<u>Mayor</u>	 
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto on 3/15/2024.

Signature
Steven Sprague / City Auditor
Print Name / Title

(SEAL)

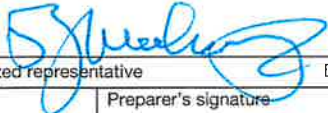
**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

▶ **Under Internal Revenue Code section 149(e)**
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ▶ **Go to www.irs.gov/Form8038GC for instructions and the latest information.**

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Fargo, North Dakota		2 Issuer's employer identification number (EIN) 45-1002069
3 Number and street (or P.O. box if mail isn't delivered to street address) 225 4th St N		Room/suite
4 City, town, or post office, state, and ZIP code Fargo, ND 58102		5 Report number (For IRS Use Only) [] [] []
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Steven Sprague / City Auditor		7 Telephone number of officer or legal representative (701) 241-1333

Part II Description of Obligations		Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶	<u>3/15/2024</u>		
9 Amount of the reported obligation(s) on line 8a that is:		9a	
a For leases for vehicles		9b	74,556.50
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box			<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)			<input type="checkbox"/>
12 Vendor's or bank's name: CapFirst Equipment Finance, Inc.			
13 Vendor's or bank's employer identification number:	81-4084473		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	 Signature of issuer's authorized representative	Date	▶ Tim Mahoney / Mayor Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.
Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ► Go to www.irs.gov/Form8038GC for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Fargo, North Dakota		2 Issuer's employer identification number (EIN) 45-1002069
3 Number and street (or P.O. box if mail isn't delivered to street address) 225 4th St N		Room/suite
4 City, town, or post office, state, and ZIP code Fargo, ND 58102		5 Report number (For IRS Use Only) □ □ □
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Steven Sprague / City Auditor		7 Telephone number of officer or legal representative (701) 241-1333

Part II Description of Obligations		Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►	<u>3/15/2024</u>		
9 Amount of the reported obligation(s) on line 8a that is:		9a	
a For leases for vehicles		9b	74,556.50
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box			<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)			<input type="checkbox"/>
12 Vendor's or bank's name: CapFirst Equipment Finance, Inc.			
13 Vendor's or bank's employer identification number:	81-4084473		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.				
	 Signature of issuer's authorized representative	Date	Tim Mahoney / Mayor Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ►	Firm's EIN ►			
	Firm's address ►	Phone no.			

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.
Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.