

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, January 24, 2022).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 1st reading of the following Ordinances:
  - a. Relating to Driving While License Suspended or Revoked-Impoundment of License Plates.
  - b. Relating to Hotel and Rooming-House Registers.
  - c. Relating to Human Relations Commission.
- 2. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in EOLA Addition; 1st reading, 1/24/22.
- 3. Application for Games of Chance with USA Wrestling of North Dakota for a raffle on 7/20/22.
- 4. Lease with Great Plains Mercantile Holdings, LLC.
- 5. Extension of the Class “A” Alcoholic Beverage License for Irish Hospitality d/b/a Hennessey’s Irish Pub until 8/22/22.
- 6. Concur with the findings of staff and the Liquor Control Board and apply the Penalty Matrix (\$500 fine, first failure) to Sickies Garage Burgers and Brew.
- 7. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Jonathon K. and Sadie M. Erickson (Project No. FM-19-C).
- 8. Memorandum of Offer to Landowner for Permanent Easement (Levee and Retaining Wall for Flood Control), Permanent Easement (Storm Sewer) and Easement (Temporary Construction Easement) with Darrell R. and Jessica L. Johnson (Project No. FM-19-C).
- 9. Bid advertisement for the following Projects:
  - a. No. SR-22-A.
  - b. No. UR-21-A.
- 10. Receive and file Financial Status Report Year to Date through 12/31/21 for major operating funds (unaudited).
- 11. Agreements for Services with Melvis Ngefah, Valerie Luistro and Admira Redic.

- Page 22.
12. Agreements for Services with Morgan Schultz, Makayla Gratton, Noah Glad and Mary Goroski.
  13. Benefit Plan Agreement and Group Insurance Policy for Dental Benefits with Blue Cross Blue Shield of ND
  14. Direct the City Attorney to draft Ordinances for adoption of the 2021 International Codes.
  15. Program-Funded State and Local Task Force Agreement with the US Department of Justice, Drug Enforcement Administration.
  16. Energy Conservation Program Grant Agreement from the ND Department of Commerce.
  17. Proposed adjustments to the drivers and dispatchers wages as presented effective 1/24/22 and authorize staff to finalize the Contract Amendment with First Transit, Inc. incorporating these changes.
  18. Bills.
  19. Memorandum of Offer to Landowner for Permanent Easement (Street and Utility), (2) Easement (Temporary Construction Easement) and Permanent Easement (Street and Utility) with Provident Partners, LLC.
  20. Contract and bond for Improvement District No. BN-22-B1.

#### REGULAR AGENDA:

21. **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](https://FargoND.gov/VirtualCommission)).**
22. Resolution Directing the Issuance of \$[PAR] Refunding Improvement Bonds, Series 2022A and Prescribing the Terms and Covenants Therefor and Resolution Selling, Establishing Terms and Directing Issuance of Definitive Improvement Warrants on the Funds of Certain Improvement Districts, and Providing for and Appropriating Special Assessments for the Support and Maintenance of Said Funds.
23. Update on Homelessness in the City of Fargo.
24. Recommendation to increase the fee schedule for the Inspections Department.
25. Recommendation to sell City owned property at 1 2nd Street South.
26. Recommendation to authorize staff to submit a request for a Public-Private Partnership for tax increment financing for the redevelopment of the NP Parking Lot site to the City's financial advisors for review.
27. Report on crimes in the City of Fargo.
28. Update on Hate Crime Investigations for the 4th Quarter of 2021.
29. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Hannah and Anthony Charbonneau, 1340 5th Avenue South (3 year).

- b. Gregg Horner, 1405 25th Avenue South, Unit A102 (3 year).
- c. Kevin and Ann Klein, 431 Harwood Drive South (3 year).
- d. Kathryn Strand, 2408 Lilac Lane North (3 year).
- e. Quill Lakes LLC, 1336 3rd Avenue North (5 year).
- f. Luis Del Rio Navarro and Kari Steen Del Rio, 315 University Drive South (5 year).
- g. Joshua Boschee, 517 1st Street North (5 year).
- h. Jeffrey Muhle, 1910 16th Street South (5 year).
- i. Benjamin and Anna Bergstrom, 93 18th Avenue North (5 year).
- j. Richard and Janice Hanson, 1409 19th Street South (5 year).
- k. Krista and Mark Holter, 1618 5th Street North (5 year).

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](http://www.FargoND.gov/citycommission).

22

**TO:** BOARD OF CITY COMMISSIONERS  
**FROM:** KENT COSTIN, DIRECTOR OF FINANCE *KAC*  
**RE:** RESOLUTION AUTHORIZING THE ISSUANCE OF \$24.43 MILLION OF REFUNDING IMPROVEMENT BONDS SERIES 2022A, PRESCRIBING TERMS AND CONDITIONS THEREOF, AND CREATING A FUND FOR THE PAYMENT THEREOF  
**DATE:** JANUARY 31, 2022

The City of Fargo will be issue bonds on February 7, 2022 for the repayment of our capital project fund for various infrastructure projects completed in 2021. These bonds will be repaid with special assessments levied this fall.

Terri Heaton and Brad Elmer of Baker Tilly will present the bond sale results and will be available for any questions you may have about the bond markets.

The final resolution and bond par amount of bonds issued will be updated on the sale date based upon the final bids received.

**Suggested Motion:**

Approve a resolution authorizing the issuance of Refunding Improvement Bonds, Series 2022A, prescribing terms and conditions thereof, and creating a fund for the payment thereof.

RESOLUTION DIRECTING THE ISSUANCE OF \$[PAR] REFUNDING  
IMPROVEMENT BONDS, SERIES 2022A AND PRESCRIBING THE  
TERMS AND COVENANTS THEREFOR

**WHEREAS**, the City Commission (the “Commission”), of the City of Fargo, Cass County, North Dakota (the “Issuer”) has heretofore duly created the improvement districts as set forth in **Attachment A** hereto (the “Improvement Districts”), authorized the issuance of certain definitive warrants of the Issuer (the “Warrants”) for each such Improvement District in the amounts set forth in **Attachment A** hereto for the construction of improvements in the related Improvement District (the “Improvements”) and established special funds for each Improvement District (the “Special Funds”; each a “Special Fund”);

WHEREAS, the Issuer desires to issue a series of its refunding improvement bonds (the “Bonds”) to finance the Improvements;

WHEREAS, the Issuer is authorized by North Dakota Century Code Chapter 40-27 (the “Act”) to issue such Bonds;

WHEREAS, the Issuer desires to provide for the payment of such refunding improvement bonds through a pledge of the Warrants;

WHEREAS, such Bonds shall be payable solely out of moneys in the Special Funds from which the Warrants are payable;

WHEREAS, pursuant to North Dakota Century Code Section 40-26-08, whenever all special assessments, revenues and taxes, if any, appropriated and theretofore collected for an Improvement are insufficient to pay principal or interest then due on the related Warrants, the Issuer shall levy a tax upon all of the taxable property in the Issuer for the payment of such deficiency; and

WHEREAS, in and by the resolution adopted by the Issuer on this date, entitled “RESOLUTION SELLING, ESTABLISHING TERMS AND DIRECTING ISSUANCE OF DEFINITIVE IMPROVEMENT WARRANTS ON THE FUNDS OF CERTAIN IMPROVEMENT DISTRICTS, AND PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF SAID FUNDS” the Issuer has issued Warrants in the aggregate principal amount of \$[PAR] payable from the Special Funds of the respective Improvement Districts, subject to the terms, provisions and covenants set forth in the resolution, which resolution is incorporated herein and made a part hereof;

BE IT RESOLVED by the Commission of the Issuer, as follows:

1. **Findings.** It is hereby found, determined, and declared that said Warrants were duly and legally authorized under authority of and in accordance with the provisions of Title 40 of the North Dakota Century Code, as amended; that there is not at the present time in the Special Funds sufficient money to pay the Warrants drawn thereon with interest, and by the exchange of said Warrants for the Bonds the interest rate and interest costs thereon will be substantially reduced, and the general tax which the Issuer may become obligated to levy for any deficiencies in said funds can be reduced and equalized, and the burden on the taxpayers and property owners will be

substantially reduced; that said Warrants are subject to exchange at the option of the Issuer for the purpose of issuing refunding improvement bonds or warrants of the Issuer in accordance with the provisions of Chapter 40-27, North Dakota Century, Code; that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed precedent to the issuance of the Bonds hereinafter described have been done, do exist, have happened, and have been performed in due form, time and manner as so required; and that the issuance of the Bonds is necessary and expedient and for the best interest of the Issuer and its inhabitants, taxpayers, and the owners of property liable to be assessed for said Improvements.

2. Sale of Bonds; Award. Pursuant to the Official Terms of Offering and Official Statement prepared on behalf of the Issuer by Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota, sealed proposals for the purchase of the CITY OF FARGO REFUNDING IMPROVEMENT BONDS, SERIES 2022A (the "Bonds") were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [ ] (the "Purchaser"), to purchase the Bonds in a principal amount of \$[PAR] at a price of \$[ ]. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Auditor are hereby authorized and directed to execute a contract on behalf of the Issuer for the sale of the Bonds in accordance with the official terms of offering and the Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the Issuer until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

3. Form of Bonds. The Bonds shall be in substantially the form attached as **Attachment B** hereto.

4. Terms, Execution and Delivery.

(a) Maturities; Interest Rates; Denominations and Payment. The Bonds shall be dated originally as of March 10, 2022, shall be in the denomination of \$5,000 each or any integral multiple thereof, of single maturities, shall mature on May 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid or duly called for redemption at the respective annual rates stated opposite their maturity years:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2023	\$	%	2037	\$	%
2024			2038		
2025			2039		
2026			2040		
2027			2041		
2028			2042		
2029			2043		
2030			2044		
2031			2045		
2032			2046		
2033			2047		
2034					
2035					
2036					

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 13 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

(b) Dates and Interest Payment Dates. Each Bond shall bear a date of original issue as of the date on which the Bonds are delivered to the Purchaser. Upon initial delivery of the Bonds pursuant to Section 8 and upon any subsequent transfer or exchange pursuant to Section 5, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on each May 1 and November 1, commencing November 1, 2022, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day.

(c) Redemption. Bonds maturing on May 1 in the years 2023 through 2026 and 2029 through 2031 will not be subject to payment in advance of their respective stated maturity dates.

Bonds maturing on May 1 in the years 2027 through 2028 are subject to optional redemption on or after May 1, 2026 at a price of par plus accrued interest to the date of redemption.

Bonds maturing on May 1 in the years 2032 and thereafter are subject to optional redemption on or after May 1, 2031 at a price of par plus accrued interest to the date of redemption.

The Bonds maturing in the years [ ] and [ ] shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part at a Redemption Price equal

to 100% of the principal amount thereof, together with accrued interest to the Redemption Date on May 1 of the following years and in the following principal amounts:

<u>Term Bonds Maturing on May 1, 20[ ]</u>		<u>Term Bonds Maturing on May 1, 20[ ]</u>	
<u>Redemption Date</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Redemption Date</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
	\$		\$
*		*	
<u>*Maturity</u>		<u>*Maturity</u>	

In the event any Bond is called for redemption prior to maturity, the Issuer will cause a notice of redemption to be sent to the Bond Registrar, Paying Agent and the registered owners of the Bonds called for redemption at least twenty (20) days before the date specified for redemption at the address shown on the registration books of the Bond Registrar. Within ten (10) days before the thirtieth (30th) day prior to any specified redemption date, if less than all Bonds of a single maturity are to be redeemed the Bond Registrar will select for redemption (by lot or in such manner as the Bond Registrar may determine) from all outstanding Bonds of the applicable maturity a principal amount of such Bonds equal to the aggregate principal amount of such Bonds to be redeemed, and will call such Bonds or portions thereof for redemption on such Redemption Date, provided that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof and that in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all Bonds are to be optionally redeemed, the maturity or maturities of the Bonds to be redeemed shall be selected by the Issuer.

(d) Initial Registrar. Books for the registration and for the transfer of the Bonds as provided in this Resolution shall be kept by the City Auditor of the Issuer, which is hereby appointed the Bond Registrar, Transfer Agent and Paying Agent (the "Registrar").

5. Transfer and Exchange. The Bonds are transferable upon the books of the Issuer at the principal office of the Bond Registrar by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney, and may also be surrendered in exchange for Bonds of the same series of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Bond or Bonds of the same series to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Bonds.

The Issuer and the Bond Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of



receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

6. Bonds Mutilated, Destroyed, Lost, or Stolen. If any Bond shall become mutilated or be destroyed, lost, or stolen, the Issuer in its discretion may execute and upon its request, the Bond Registrar shall authenticate and deliver a new Bond of the same series in exchange for the mutilated Bond or in lieu of and substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and to the Bond Registrar in a form satisfactory to both (i) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the applicant's Bond and of the ownership thereof and (ii) in the case of any destroyed, lost, or stolen Bond, such security or indemnity as may be required by them to save each of them harmless from all risks, however remote. The Bond Registrar may authenticate any Bond issued upon such exchange or substitution and deliver such Bond, and upon the request of the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Issuer or the Bond Registrar.

If any Bond that has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, instead of issuing a Bond in exchange or substitution therefor, the Issuer may pay or authorize the payment of such Bond (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and to the Bond Registrar evidence to the satisfaction of the Issuer and the Bond Registrar of the mutilation, destruction, loss, or theft of such Bond and the ownership thereof and, in the case of any destroyed, lost, or stolen Bond, such security or indemnity as they may require to save them harmless from all risks.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond of the same series that is mutilated, destroyed, lost, or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the destroyed, lost, or stolen Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the respect to the replacement or payment mutilated, destroyed, lost, or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

7. Cancellation and Disposition of Bonds. All mutilated Bonds, all Bonds surrendered for exchange or transfer, all Bonds that have been paid at maturity or upon prior redemption, and all Bonds surrendered to the Issuer for cancellation shall be canceled by the Bond Registrar.

8. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Auditor and shall be executed and authenticated on behalf of the Issuer by the signatures of the Mayor and the City Auditor. All signatures may be printed, lithographed or engraved facsimiles of the original. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond

shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared and executed, the Issuer shall deliver the same to the Purchaser in exchange for the Warrants of the Improvement Districts in the same aggregate principal amount, heretofore purchased by the Purchaser, and the Issuer shall pay to the Purchaser the interest accrued to the date of exchange of said Warrants less the amount of interest accrued to said date on the Bonds, all in accordance with the agreement heretofore made and entered into relative to the refunding of the Warrants, which agreement is hereby approved, ratified and confirmed.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the City, the Bonds and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the City to act on behalf of the Mayor, the City Auditor, or other officer of the Issuer in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

9. Establishment of Bond Fund. There shall be and is hereby created a special fund to be maintained by the City Auditor separate and apart from all other funds of the Issuer, to be designated as the SERIES 2022A REFUNDING IMPROVEMENT BOND FUND (herein referred to as the "Bond Fund"). To the Bond Fund shall be credited the Warrants when received by the City Auditor, which Warrants shall thereupon become and shall thereafter be held as an asset of said fund, and the proceeds of all collections on said Warrants so acquired shall be held by the Issuer in trust for the use and benefit of the holders from time to time of the Bonds to the extent such Warrants remain outstanding. The Special Funds of the Improvement District described in the resolution referred to in paragraph 1 hereof shall be continued, and payments shall be made therefrom on the Warrants drawn thereon in the same manner as though said Warrants had not been exchanged. All payments of principal and interest made on said Warrants shall be credited to the Bond Fund and shall be used and applied in payment of the principal of and interest on the Bonds as such principal and interest become due.

10. Covenants. The Issuer hereby covenants and agrees with the holders from time to time of the Bonds issued pursuant hereto:

(a) That it will use due diligence to collect all amounts due on the Warrants and to levy and collect the special assessments, revenues, and taxes, if any, appropriated for their payment.

(b) That it will preserve and enforce for the benefit of the holders from time to time of the Bonds all of the rights, powers, and privileges reserved, to the holders of the Warrants, and all of the covenants of the Issuer as provided in the resolution authorizing the issuance of the Warrants.

(c) That at the time and in the manner prescribed by § 40-26-08, North Dakota Century Code, as amended, this governing body will levy general taxes on all taxable property in the

corporate limits of the Issuer for the payment of any deficiency in any Special Fund and will cause the proceeds thereof to be applied in payment of the principal of and interest on the then unpaid Warrants drawn on said Special Fund, provided that the Issuer reserves the right to levy taxes in the manner and to the extent permitted by law for payment and discharge of any deficiency in said Special Funds prior to the date upon which it may become obligatory to levy such deficiency taxes, and the amounts thereof shall be credited against the levies which the Issuer might otherwise have been obligated to make.

(d) That in the event the moneys in the Bond Fund should at any time be insufficient to meet all payments of principal and interest then due on the Bonds, said moneys shall be first used to pay the interest accrued on all outstanding Bonds, and the balance shall be applied in payment of the principal of said Bonds in order of their maturity dates, earliest maturities first, Bonds bearing the same maturity dates being paid pro rata. The Issuer reserves the right and privilege of refunding any of such matured Bonds for the payment of which moneys are not at the time available by issuing new bonds payable from said Bond Fund, which bonds shall be on a parity with those theretofore issued as to interest charges thereon, but the maturity thereof shall be subsequent to the maturity of all Bonds payable from said fund and then outstanding, provided that no holder of Bonds herein authorized to be issued shall be obligated to accept any such bond in exchange for any of such matured Bond.

(e) The Issuer hereby reserves the right to issue additional improvement warrants and refunding improvement bonds, payable on a parity with the Bonds issued hereunder and the Warrants exchanged for the Bonds, to the extent required to complete the Improvements presently proposed for the Improvement Districts and to be financed by the issuance of the additional improvement warrants exchanged for additional revenue bonds.

(f) The Issuer hereby pledges all Warrants and the payments thereon to the payment of the principal of, and interest on, the Bonds.

11. Payment and Discharge; Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to all or a portion of the Bonds which are due on any date by depositing with the Paying Agent on or before that date a sum sufficient for the payment of the principal thereof, and interest accruing thereon to such duty in full. If any Bond shall not have been paid when due, the same may nevertheless be discharged by depositing with the Paying Agent a sum sufficient for the payment of the principal thereof in full with interest accrued thereon from the date to which interest has been paid to the date of such deposit and payment to the owners thereof. The Issuer may also discharge its obligations with respect to all or a portion of the Bonds, by depositing with the Paying Agent on or before that date an amount equal to the principal, interest and redemption premium, if any, which are due on the maturity date, or earlier redemption date selected by the Issuer, provided that notice of such redemption has been duly given as provided herein. The Issuer may also at any time discharge its obligations with respect to all or a portion of the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or financial institution qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates

and maturing on such dates as shall be sufficient to pay all principal, interest, and redemption premium to become due thereon to maturity or the date of earlier redemption selected by the Issuer. If less than all of the Bonds are to be discharged pursuant to this paragraph, the maturity date, the mandatory sinking fund redemption requirement with respect to Term Bonds, and series may be selected by the Issuer in its sole discretion.

12. Authentication of Transcript. The officers of the Issuer are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements contained therein.

13. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of

Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the Issuer may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Issuer is hereby confirmed and ratified.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates. Any successor depository must be both a "clearing corporation" as defined in North Dakota Century Code, Section 41-08-02 and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended.

14. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

(a) Tax Covenant. The Issuer covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations, Amended Regulations, and Proposed Regulations issued thereunder (the "Regulations"), as now existing or as hereinafter amended or proposed and in effect at the time of such action.

(b) Arbitrage Certification. The Mayor and the City Auditor, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of the Code and Regulations.

(c) Rebate. The Issuer acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The Issuer covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for one of the exceptions from the rebate requirement under Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute a Rebate Certificate, in the form prescribed by Bond Counsel, and the Issuer hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

(d) Not Qualified Tax Exemption Obligations. The Bonds are not designated as “qualified tax-exempt obligations” for purpose of Section 265(b) of the Code.

(e) Reimbursement. The Issuer certifies that the proceeds of the Bonds will not be used by the Issuer to reimburse itself for any expenditure with respect to the Improvements which the Issuer paid or will have paid prior to the issuance of the Bonds unless, with respect to such prior expenditures, the Issuer shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

(f) Continuing Disclosure. The City Auditor is hereby authorized to execute, on behalf of the Issuer, the Continuing Disclosure Certificate in a form substantially similar to that attached as **Attachment C** hereto, which is hereby incorporated herein and made a part hereof.

(g) Official Statement. The form of Official Statement relating to the Bonds prepared and distributed on behalf of the Issuer by Baker Tilly Municipal Advisors, LLC, is hereby approved, and the officers of the Issuer are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency thereof.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Auditor

COMMISSIONER \_\_\_\_\_ introduced the following resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS \_\_\_\_\_.

The following were absent and not voting: \_\_\_\_\_,  
and the following voted against the same: \_\_\_\_\_,  
whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION DIRECTING THE ISSUANCE OF \$[PAR] REFUNDING IMPROVEMENT BONDS, SERIES 2022A AND PRESCRIBING THE TERMS AND COVENANTS THEREFOR adopted by the governing body of the City of Fargo at the meeting held on February 7, 2022, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Auditor

(S E A L)



## Attachment A

LIST OF IMPROVEMENT DISTRICTS WITH ESTIMATED PRINCIPAL AMOUNTS,  
LEVY YEARS, AMOUNTS, AND YEARS OF PAYMENT FOR EACH

Project Number	Description	Aggregate Principal Amount	Term* (Years)	Amounts and Payment Years
AN-20-C	Concrete Alley Paving	\$80,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
AN-20-E	Concrete Alley Paving	215,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
AN-21-A	Concrete Alley Paving	145,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-20-A	Sanitary Sewer, Water Main, Storm Sewer	3,700,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-20-M	Sanitary Sewer, Water Main, Storm Sewer	2,145,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-B	Sanitary Sewer, Water Main, Storm Sewer	2,800,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-C	Sanitary Sewer, Water Main, Storm Sewer	765,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-G	Sanitary Sewer, Water Main, Storm Sewer	1,780,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-J	Sanitary Sewer, Water Main, Storm Sewer	385,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BR-21-A	Water Main Replacement, St Reconstruction	1,465,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BR-21-E	Water Main Replacement, St Reconstruction	400,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
FM-20-C	Flood Mitigation	675,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
PN-21-A	Asphalt Wear Course	1,425,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
PR-21-C	Mill & Overlay	1,255,000.00	15	Equal Principal & Interest Payments in each of the years 2023 through 2037
PR-21-G	St Rehab	655,000.00	15	Equal Principal & Interest Payments in each of the years 2023 through 2037
SL-21-B	Street Light	1,200,000.00	10	Equal Principal & Interest Payments in each of the years 2023 through 2032
SL-21-C	Street Light	510,000.00	10	Equal Principal & Interest Payments in each of the years 2023 through 2032
SR-21-A	Sidewalk Const	650,000.00	20	Equal Principal & Interest Payments in each of the years 2023 through 2042
UN-21-A	Water Main, Storm Sewer	2,000,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
SEWR22	Sewer Repair	2,500,000.00	15	Equal Principal & Interest Payments in each of the years 2023 through 2037

\*Special assessments are expected to be filed in 2022 for first collection in 2023 through corresponding Term noted above.



improvements, all pursuant to and in full conformity with the Constitution and laws of the State of North Dakota.

Bonds maturing on May 1 in the years 2027 through 2028 are subject to optional redemption on or after May 1, 2026 at a price of par plus accrued interest to the date of redemption.

Bonds maturing on May 1 in the years 2032 and thereafter are subject to optional redemption on or after May 1, 2031 at a price of par plus accrued interest to the date of redemption.

In the event Bonds are to be called for optional redemption in part, the maturities and the Bonds within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not less than 20 days prior to the date specified for redemption and prepayment of any of the Bonds, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of the Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar.

The Bonds maturing in the years 20[ ] and 20[ ] shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest to the Redemption Date on May 1 of the following years and in the following principal amounts:

<u>Term Bonds Maturing on May 1, 20[ ]</u>		<u>Term Bonds Maturing on May 1, 20[ ]</u>	
<u>Redemption Date</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Redemption Date</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
	\$		\$
*		*	
<hr/>		<hr/>	
*Maturity		*Maturity	

In the event a Bond is called for mandatory sinking fund redemption, the Bonds to be redeemed within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not fewer than 20 days prior to the date specified for redemption and prepayment of this Bond, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of this Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar. If less than all Term Bonds of a single maturity of the same series are to be redeemed at the option of the Issuer, the Issuer may apply the principal amount to be redeemed to reduce the mandatory sinking fund redemption requirements in such the Term Bond to be redeemed in such year or years as it determines in its sole discretion.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Bond Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing upon surrender

hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange. The Issuer and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the Issuer.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has duly created the SERIES 2022A REFUNDING IMPROVEMENT BOND FUND as a separate and special fund and has appropriated thereto the improvement warrants refunded by the Bonds of this series, on which improvement warrant payments are required by law to be made as though none of such warrants had been refunded, and will use due diligence to collect said improvement warrants and the special assessments and any taxes necessary for their payment; the Issuer has reserved the right and privilege of issuing additional improvement warrants on the funds of said improvement districts, if and to the extent necessary to complete payment of the cost of the improvements, and the right and privilege of refunding such warrants by the issuance of additional series of Refunding Improvement Bonds, payable on a parity with the Bonds of this series, provided that the total amount of special assessments and taxes appropriated for payment of the cost of the improvements shall be not less than the total amount of warrants issued with respect thereto; that the governing body is required by law to levy a tax upon all the taxable property in the corporate limits of the Issuer, without limitation as to rate or amount, to meet any deficiency in any of said improvement district funds for the payment of all warrants drawn thereon, with interest; and that all collections of special assessments and taxes necessary for the payment of said improvement warrants are required by law to be credited to the Bond Fund and applied in payment of the principal of and interest on the Bonds of this series and any other series issued pursuant to the authority hereinbefore reserved, all as more fully stated in the Resolution; and that the issuance of this Bond has not caused the indebtedness of the Issuer to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_  
attorney to transfer the said Bond on the books kept for registration of the within Bond, with full  
power of substitution in the premises.

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

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

PLEASE INSERT SOCIAL SECURITY  
NUMBER OR OTHER IDENTIFYING  
NUMBER OF ASSIGNEE:

\_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Attachment C

**CONTINUING DISCLOSURE CERTIFICATE**

March 10, 2022

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Fargo, North Dakota (the “Issuer”) in connection with the Issuer’s \$[PAR] REFUNDING IMPROVEMENT BONDS, SERIES 2022A (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the governing body of the Issuer on February 7, 2022 (the “Resolution”), and delivered to the respective Purchasers on the date hereof. The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds in order to assist the Participating Underwriters within the meaning of SEC Rule 15c2-12(b)(5) (the “Rule”) in complying with the Rule. This Disclosure Certificate constitutes the written undertaking and agreement of the Issuer for the benefit of the Owners of the Bonds as required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means the annual financial information (as defined in the Rule), including audited financial statements, to be provided to the MSRB in an electronic format prescribed by the MSRB pursuant to paragraph 5(i)(A) and (B) of the Rule, as described in Section 3 and 4 of this Disclosure Certificate.

“EMMA” means the Electronic Municipal Market Access system established by the MSRB with the support of the SEC, or any successor system, which can be accessed on the date hereof at [www.emma.msrb.org](http://www.emma.msrb.org).

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). This term shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Financial Statements” means audited or, if unavailable, unaudited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

“Fiscal Year” means the fiscal year of the Issuer.

“Final Official Statement” means the final official statement relating to the Bonds dated [\_\_\_\_], 2022, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

“Issuer” means the City of Fargo, North Dakota, which is the obligated person (as defined in the Rule) with respect to the Bonds.

“Material Event” means any of the events listed in paragraph 5(i)(C) and paragraph 5(i)(D) of the Rule, which are set forth in Section 5(a) and (d) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board on the date hereof located at 1300 I Street, Suite 1000, Washington, DC 20005.

“Owner” means the person in whose name a Bond is registered or a beneficial owner of such a Bond.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

“Rule” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means the Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information and Financial Statements.

(a) The Issuer shall, not later than 12 months after the end of each Fiscal Year, commencing with the year ending December 31, 2021, provide to the MSRB in an electronic format as prescribed by the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate and which shall include the CUSIP numbers for the all outstanding Bonds and such other identifying information as may be required from time to time by the Rule. The Annual Report shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB and may be submitted as a single document or as separate documents comprising a package, and may incorporate by specific reference information in documents available to the public on the MSRB’s internet website or filed with the SEC, provided that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable or fails to provide an Annual Report by the date required in subsection (a) to the MSRB, the Issuer shall provide a notice of such failure to the MSRB as set forth in Section 5(b) hereof.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the annual Financial Statements and annual financial information similar to that set forth in the following sections of the Final Official Statement:

- (1) Economic and Demographic Information.
- (2) Financial Summary.



- (3) City Indebtedness.
- (4) Outstanding Indebtedness.
- (5) Financial Information.
- (6) Property Valuation and Taxes.

Section 5. Reporting of Material Events.

(a) The Issuer shall provide to the MSRB in an electronic format prescribed by the MSRB notice of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event, which notice shall be submitted to the MSRB at EMMA, or as otherwise directed by the MSRB:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modification to rights of security holders, if material;
- (8) Bond Calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If the Issuer determines that it has failed to give notice of a Material Event as set forth above or to file the Annual Report in a timely fashion as required herein, the Issuer shall promptly file a notice of such occurrence to the MSRB in an electronic format prescribed by the MSRB, which notice shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB.

Section 6. Reporting Generally. The Issuer shall file its Annual Report, each notice of a Material Event, and each notice required by subsection (b) of Sections 3 and 5 of this Disclosure Certificate with the CUSIP numbers for all outstanding Bonds specified and such other identifying information as may be required from time to time by the Rule or by the MSRB. Each such item shall be submitted to the MSRB at EMMA, or as otherwise directed by the Rule or the MSRB, in an electronic format prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all the Bonds.

Section 8. Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 9. Amendment: Waiver. Notwithstanding any other provision of this Disclosure Certificate and without consent of the Owners of the Bonds, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver (i) is required by an amendment of the Rule by the SEC or procedures relating to the Rule by the MSRB, (ii) is to clarify an ambiguity or error, or (iii) does not provide for undertakings which violate the Rule or procedures of the MSRB then in effect or eliminates undertakings then required by the Rule or otherwise required by the SEC or the MSRB with respect to the Rule, which may be evidenced by a written opinion of legal counsel selected by the Issuer to the effect that such amendment or waiver would not, in and of itself, violate the Rule, requires undertakings which would violate the Rule or eliminates undertakings required by the Rule. If the Issuer determines that any such amendment or waiver materially changes the information provided to the MSRB or the timing of the information to be provided and that such information has not otherwise been provided to the MSRB in an Annual Report or Material Event filing, it shall provide the MSRB notice of such amendments as additional information pursuant to Section 9 hereof.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from providing any other information to the public, using the means of filing with the MSRB as set forth in this Disclosure Certificate or any other means of communication. Such information may include any other information in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information and may state in the disclosure that it does not intend to update such information.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Disclosure Certificate in my official capacity on behalf of the City of Fargo, North Dakota as of the date first written above.

CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Steven Sprague  
City Auditor

RESOLUTION SELLING, ESTABLISHING TERMS AND DIRECTING ISSUANCE OF DEFINITIVE IMPROVEMENT WARRANTS ON THE FUNDS OF CERTAIN IMPROVEMENT DISTRICTS, AND PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF SAID FUNDS

BE IT RESOLVED by the City Commission (the "Commission") of the City of Fargo, Cass County, North Dakota (the "Issuer") as follows:

1. Findings. It is hereby found, determined, and declared that the Issuer has heretofore duly created the improvement districts as set forth in **Attachment A** hereto, which is incorporated herein (the "Improvement Districts"), and has ordered, received, and approved plans and specifications, and estimates of the cost, for the construction of the improvements in said Improvement Districts (the "Improvements"); that the governing body determined the necessity of constructing the Improvements; that the Improvements have been petitioned by the owners or that insufficient protests to the project were filed in accordance with State of North Dakota (the "State") law; that contracts for construction of the Improvements have been duly awarded and executed; that the contracts and contractors' bonds have been and are hereby approved; that the Issuer possesses and has power to exercise through this governing body full and exclusive jurisdiction over all streets and places wherein said improvements are located; that the total cost of said Improvements in excess of any other funds on hand and appropriated for the payment of such cost including reimbursing other funds of the Issuer for any amounts temporarily advanced to meet immediate expenses of the Improvements less prepayments actually received and to be used to pay the cost of said Improvements is now estimated to be approximately the amount set forth in **Attachment A** hereto, which is incorporated herein; that to pay the total cost of said Improvements, the Issuer has sold improvement warrants in the principal amount of \$[PAR]; that the total benefits to all lots, tracts, and parcels of land liable to be specially assessed for benefits resulting from the Improvements in said Improvement Districts will be substantially in excess of the cost of said Improvements to be assessed against said properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed preliminary to the issuance and sale of warrants to provide moneys to pay for said Improvements (the "Warrants") have been done, do exist, have happened, and have been performed in regular and due form and in the time and manner as so required. Each Warrant is payable from and secured by a special fund of the Issuer created with respect to an Improvement District and the special assessments levied within such Improvement District for the Improvements relating to such district.

2. Issuance and Sale of Warrants. In order to pay the Issuer's portion of the cost of the Improvements (including the retirement of any temporary warrants heretofore issued for such cost), it is necessary and expedient for the Issuer at this time to borrow money by the issuance of improvement warrants to be drawn upon the respective funds (the "Funds") of the Districts, created pursuant to Section 4, in the aggregate principal amount of \$[PAR] (the "Warrants"). Bids for the purchase of the Warrants, to be immediately refunded by the issuance of \$[PAR] Refunding Improvement Bonds, Series 2022A (the "Bonds") of the Issuer, have been solicited by Baker Tilly Municipal Advisors, LLC, the Issuer's municipal advisor, pursuant to official terms of offering and an Official Statement for the sale of the Warrants and Bonds, and the Commission has publicly considered all sealed bids presented in conformity therewith. It is hereby determined that the best bid for the purchase of the Warrants and Bonds is the bid received from [\_\_\_\_\_], of

[ ] (the "Purchaser"), said bid being to purchase the Warrants and Bonds in a principal amount of \$[PAR] at a price of \$[ ], and upon the further terms set forth herein. The Mayor and City Auditor are hereby authorized and directed on behalf of the Issuer to execute a contract with the Purchaser for the sale of the Bonds.

3. Interest Rate; Payment Dates and Installment of Principal. In anticipation of the collection of the special assessments and of any taxes as set forth in Sections 5 and 8 hereof, the Issuer shall issue and deliver a definitive improvement warrant on the fund of each District in the respective principal amounts set forth in Exhibit A. The warrants shall be dated as of March 10, 2022, and shall bear interest at the rates set forth in Exhibit A, payable on May 1 and November 1 in each year, commencing November 1, 2022, but no interest coupons shall be attached thereto. One or more warrants shall be issued for each District, payable in annual installments of principal, with interest, on May 1 in the respective years and in the amounts specified for each of said years, as provided in Exhibit A hereto.

4. Creation and Uses of Funds and Accounts There is hereby created a special fund of the Issuer for each Improvement District (the "Special Funds"; each a "Special Fund"), which Special Funds shall be held and administered by the City Auditor separate and apart from all other funds of the Issuer, and each Special Fund shall be continued and maintained as directed in this resolution until all Warrants issued thereon shall have been fully paid with interest. In each such Special Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

(a) There shall be credited to the Construction Account in each Special Fund the proceeds of the sale of the Warrants issued against such Special Fund except the accrued interest and except any amounts necessary to reimburse other funds of the Issuer for temporary advances made for the Improvements. All costs and expenses of making said Improvements, including interest coming due during construction, shall be paid from time to time as incurred and allowed from said Construction Account, upon Construction Account warrants signed by the Mayor and City Auditor, or in their absence, the Deputy Mayor and/or the Deputy City Clerk, and moneys in said Account shall be used for no other purpose, provided that if upon completion of the Improvements and approval thereof by the Engineer for the Issuer, and payment of all claims and expenses in respect to said Improvement, there shall remain any unexpended balance in said Construction Account, such balance shall be transferred to the respective Principal and Interest Account and handled and accounted for in the same manner as other moneys in that account.

(b) There shall be credited to the Principal and Interest Account in each Special Fund the accrued interest, if any, on the Warrant drawn on said fund from the date of the Warrant to the date of delivery thereof to the Purchaser, the entire amount of special assessments and any taxes to be levied with respect to that improvement as herein set forth, to the extent necessary to pay principal and interest on Warrants payable therefrom, and any balance remaining in the Construction Account after completion of said Improvement. While a Warrant remains outstanding, moneys in the Principal and Interest Account therefor shall be used only for payment of the principal of and interest on the Warrants drawn against said fund to the extent such payments become due.

(c) The Issuer covenants and agrees with the holders from time to time of the Issuer's refunding improvement bonds, which are payable from, and secured by, the Warrants and the interest on which is excluded from gross income for federal tax purposes (the "Bonds"), that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended, and regulations, amended regulations, and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

5. Special Assessments. With respect to the Improvement Districts, the Issuer covenants and agrees with all holders of Warrants that it will do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement Districts benefited by the Improvements, in an aggregate amount equal to the total cost of the Improvement to the Issuer, except any portion, not exceeding one-fifth of the cost of the improvement and not exceeding any applicable constitutional or statutory debt limit, as the Issuer may determine to pay by the levy of *ad valorem* taxes upon all taxable property within its corporate limits.

In the event that the special assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or by the governing body or by any officers or employees, either in the making of the special assessment or in the performance of any condition precedent thereto, the Issuer and this governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such special assessment a valid and binding lien upon such lot or tract.

The installments of special assessments from time to time remaining unpaid shall bear interest at the applicable rate, not exceeding seventy-five hundredths of a percentage point (0.75%) above the true interest cost (TIC) annual interest rate on bonds issued on special improvement districts, said special assessments to be levied in equal annual installments of principal, together with the interest to accrue thereon, as set forth in **Attachment A** hereto.

6. Form of Warrant. The Warrants shall be reproduced in substantially the form set forth in **Attachment B** hereto and incorporated herein.

7. Execution and Delivery. Each Warrant shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the Issuer by the signature of the Mayor, countersigned by the City Auditor and sealed with the official seal of the Issuer. When executed, the warrants shall be delivered by the City Auditor to the Purchaser thereof upon payment of the purchase price agreed upon, and the Purchaser shall not be obligated to see to the application of the purchase price.

The Mayor, the City Auditor, and other officers of the Issuer are also hereby authorized to execute and deliver any such additional certificates, showings, agreements, or documents necessary or otherwise appropriate in connection with the issuance of the Warrants and the transactions contemplated thereby.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the Issuer, the Warrants and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the Issuer to act on behalf of the Mayor, the City Auditor, or other officer of the Issuer in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

In case any officer signing documents authorized to be executed and delivered by this resolution shall cease to be such officer before or after the delivery of any such document, such signature, nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

8. Covenant as to Tax Levy. With respect to each Special Fund, the Issuer hereby recognizes its obligation with respect to the Warrants drawn against the Funds, as set forth in § 40-26-08, North Dakota Century Code, as amended, and covenants that whenever all special assessments, utility revenues, taxes and other funds, if any, appropriated and theretofore collected for the related Improvement are insufficient to pay principal of or interest then due on the applicable Warrant, the governing body of the Issuer shall thereupon levy a tax upon all taxable property in the corporate limits of the Issuer for the payment of such deficiency, provided that if said Warrant has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, North Dakota Century Code, such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on such refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the Issuer and this governing body under the provisions of said § 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in said Special Fund within one year, and it is hereby declared to be the policy of the Issuer that the governing body will annually review the current requirements and resources of each Special Fund, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter 40-40, North Dakota Century Code, to the end that provisions may be made in each annual budget for any deficiency in said applicable Funds which is deemed likely to occur within the then next succeeding year. Any taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Special Fund and applied as provided in paragraph 2(b) hereof.

9. Refunding. With respect to the Special Funds, the Issuer reserves the right and privilege of refunding any warrants drawn against any of the Special Funds and refunding improvement bonds payable from such warrants which are past due, or which are redeemable at the option of the Issuer, or to the redemption or exchange of which the holder thereof shall have consented, and for the payment of which Warrants moneys are not at the time available in said fund, by issuing new warrants pursuant to the provisions of § 40-27-06, North Dakota Century Code. Such refunding warrant shall be payable from the applicable Special Fund on a parity with the Warrant previously issued as to interest charges, provided, however, that the principal maturities of such refunding warrant shall be subsequent to the maturities of all Warrants payable from such Special Fund and then outstanding, except the warrants so refunded.

With respect to the Special Funds, the Issuer also reserves the right to issue additional warrants and refunding improvement bonds for the payment of the cost of the improvement in said

districts if the actual cost of said improvement should be greater than has been estimated, such additional warrants to be payable from said fund on a parity with other warrants drawn on said funds.

10. Certification of Proceedings. The officers of this Issuer and the County Auditor of Cass County are authorized and directed to prepare and furnish to the purchaser of said warrants and to Dorsey & Whitney LLP, Bond Counsel to the Issuer, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of said improvement and the operation and maintenance thereof, and the levy of special assessments and taxes therefore or the issuance of said improvement warrants, which may be necessary or proper to show the validity or marketability of said warrants, and all instruments and transcripts so furnished, constitute representations of the Issuer as to the correctness of the facts as stated or recited therein.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Auditor

COMMISSIONER \_\_\_\_\_ introduced the preceding resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS \_\_\_\_\_.

The following were absent and not voting:

\_\_\_\_\_, and the following voted against the same: \_\_\_\_\_, whereupon the resolution was declared duly passed and adopted this 7<sup>th</sup> day of February, 2022.



## Attachment A

LIST OF IMPROVEMENT DISTRICTS WITH ESTIMATED PRINCIPAL AMOUNTS,  
LEVY YEARS, AMOUNTS, AND PAYMENT YEARS FOR EACH

Project Number	Description	Aggregate Principal Amount	Term* (Years)	Amounts and Payment Years
AN-20-C	Concrete Alley Paving	\$80,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
AN-20-E	Concrete Alley Paving	215,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
AN-21-A	Concrete Alley Paving	145,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-20-A	Sanitary Sewer, Water Main, Storm Sewer	3,700,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-20-M	Sanitary Sewer, Water Main, Storm Sewer	2,145,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-B	Sanitary Sewer, Water Main, Storm Sewer	2,800,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-C	Sanitary Sewer, Water Main, Storm Sewer	765,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-G	Sanitary Sewer, Water Main, Storm Sewer	1,780,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BN-21-J	Sanitary Sewer, Water Main, Storm Sewer	385,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BR-21-A	Water Main Replacement, St Reconstruction	1,465,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
BR-21-E	Water Main Replacement, St Reconstruction	400,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
FM-20-C	Flood Mitigation	675,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
PN-21-A	Asphalt Wear Course	1,425,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
PR-21-C	Mill & Overlay	1,255,000.00	15	Equal Principal & Interest Payments in each of the years 2023 through 2037
PR-21-G	St Rehab	655,000.00	15	Equal Principal & Interest Payments in each of the years 2023 through 2037
SL-21-B	Street Light	1,200,000.00	10	Equal Principal & Interest Payments in each of the years 2023 through 2032
SL-21-C	Street Light	510,000.00	10	Equal Principal & Interest Payments in each of the years 2023 through 2032
SR-21-A	Sidewalk Const	650,000.00	20	Equal Principal & Interest Payments in each of the years 2023 through 2042
UN-21-A	Water Main, Storm Sewer	2,000,000.00	25	Equal Principal & Interest Payments in each of the years 2023 through 2047
SEWR22	Sewer Repair	2,500,000.00	15	Equal Principal & Interest Payments in each of the years 2023 through 2037

\*Special assessments are expected to be filed in 2022 for first collection in 2023 through corresponding Term noted above.

Attachment B

FORM OF WARRANT

UNITED STATES OF AMERICA  
STATE OF NORTH DAKOTA  
COUNTY OF CASS

CITY OF FARGO

IMPROVEMENT WARRANT, SERIES 2022A  
IMPROVEMENT DISTRICT NO. \_\_\_\_\_

R-[ ]

INTEREST RATE

DATE OF ORIGINAL ISSUE

[ ] %

\_\_\_\_\_, 2022

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

KNOW ALL BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota, (the "Issuer") acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount of \$ \_\_\_\_\_ in annual installments on May 1 in each of the years 20\_ through 20\_ but only from its \_\_\_\_\_ Fund, with interest thereon from the date hereof at the annual rate specified above, such interest payable on May 1 and November 1 in each year, commencing November 1, 2022, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable at the office of the City Auditor of the Issuer, in Fargo, North Dakota, in any coin or currency of the United States of America which on the respective dates of payment is legal tender for public and private debts.

This warrant is issued for the purpose of financing a portion of the cost of a necessary improvement benefiting the above-named District of the Issuer, and is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota thereunto enabling, including Chapters 40-22 to 40-28 and Chapter 40-49 of the North Dakota Century Code, and amendatory and supplemental laws, and in anticipation of the collection of special assessments levied or to be levied and collected to pay for said improvement, which moneys are to be appropriated to the account and fund referred to above.

This warrant is subject to redemption and prepayment at the option of the Issuer at any time, at a price equal to the principal amount hereof and accrued interest, for the sole purpose of refunding the entire issue by the issuance of refunding improvement bonds of the Issuer pursuant to Chapter 40-27, North Dakota Century Code.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to and in the valid issuance of this warrant have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that this warrant is duly issued to pay costs incurred and to be incurred in the making of a necessary improvement of special benefit to the above-named Improvement District, in anticipation of the collection of special assessments to be duly levied upon properties within said district, and of taxes to the extent determined by the governing body, which are irrevocably appropriated to the fund of the district in amounts sufficient to pay when due the principal of and interest on all warrants drawn thereon; that if the fund should at any time be insufficient to pay principal or interest due, the Issuer is also required by law to levy a tax upon all of the taxable property within its corporate limits for the payment of such deficiency, without limitation of rate or amount; and that the issuance of this warrant did not cause the special or general indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF the City of Fargo, North Dakota, by its governing body has caused this warrant to be executed in its behalf by the signature of the Mayor and countersigned by the City Auditor, and sealed with its official seal.

\_\_\_\_\_  
Mayor

Countersigned:

\_\_\_\_\_  
City Auditor

(S E A L)

\_\_\_\_\_  
REGISTRATION

The City of Fargo, North Dakota, has registered the ownership of the within warrant, and of the interest payable thereon, on the books of the City maintained by its City Auditor at Fargo, North Dakota, in the name of the following owner:

City of Fargo, in trust for the owners of its Refunding Improvement Bonds, Series 2022A.

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Auditor





## Inspections Office

Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102  
Phone: 701.241.1561  
Fax: 701.476.6779  
[www.FargoND.gov](http://www.FargoND.gov)

24

---

### Memorandum

DATE: February 7th, 2022  
TO: City Commission  
FROM: Shawn Ouradnik, Inspections Director  
SUBJECT: Fee increases, fee addition, and recommended motion

---

We are proposing a fee increase schedule for the Inspections Department. This schedule will be for the next 5 years starting in 2022 and completing in 2026 for both residential and commercial permits. The total increase for residential fees will be a 42% in the base rate and a 16% for fees above a \$1,000 over the next 5 years. For commercial permits the base rate will increase by 37.5% and a 16% for permits above \$1,000 over the next 5 years. After 5 years the department will reevaluate our fees and fee increase schedule. In doing this we can give contractors and homeowners a chance to evaluate budgets and plan submittals of projects accordingly as well as being transparent in our increases for the next few years.

The fees in this section would stay consistent after the 2022 increase cycle. Demolition permits would increase minimally for both residential and commercial. Moving permits would be increased to have a more uniform and constant fee to decrease confusion. We do not have many moving permits that happen within our jurisdiction so the slight increase of fees will not affect many people. Plan review fees would have a slight increase but this will not impact the vast majority of commercial plans, most incur plan review fees greater than \$50. Other inspections and Fees would all increase with the addition for code enforcement activates stating that a \$75 fee would be charged for each respect after the after the first re-inspect.

In researching the fee changes we compared fees with 3 of the other major cities in North Dakota and 7 major cities in Minnesota. All of the Minnesota cities have additional fees attached to the permits such as a state sir charge and other city specific fees that bump up the initial fees. Looking at the data we are lagging other cities in our region while being on par with cities within our state. Most of the cities within our state have not updated fees for a few years and we have not increased our fees since 2018 that is why we looked into increasing our fees now. By using the 5 year schedule we can insure we are not neglecting fee increases, we give customers the opportunity to plan according to fee increases, and it give us an opportunity to reevaluate in the future.

**I would respectfully request you motion to approve the fee schedule for the next 5 years effective March 1<sup>st</sup>, 2022.**

SO/jmg  
Attachments



**INSPECTIONS**  
 225 4TH STREET NORTH  
 FARGO, NORTH DAKOTA 58102  
 PHONE: 701-241-1561  
 FAX: 701-476-6779

**FARGO  
 RESIDENTIAL  
 BUILDING PERMIT FEES**  
 (one- and two-family dwellings)

EFFECTIVE **March 1, 2022**

TOTAL VALUATION	FEE
Up to and including \$1,000.00	<del>\$35.00</del> <b>\$40.00</b>
\$1,001.00 to \$100,000.00	<del>\$35.00</del> <b>\$40.00</b> for the first \$1,000.00 plus <del>\$4.80</del> <b>\$4.94</b> for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 and up	<del>\$540.20</del> <b>\$529.06</b> for the first \$100,000.00 plus <del>\$2.65</del> <b>\$2.73</b> for each additional \$1,000.00 or fraction thereof.

<b>Demolition Permit:</b>	\$100.00 / <del>\$35.00</del> <b>\$50.00</b> for buildings under 400 SF and buildings without utility services.
<b>House Moving Permit:</b>	\$300.00 / <del>\$35.00</del> <b>\$50.00</b> for buildings under 400 SF and buildings without utility services. \$150.00 / <del>\$35.00</del> <b>\$50.00</b> for moves within extraterritorial area.
<b>Board of Appeals</b>	\$150.00

**Other Inspections and Fees:**

1. Inspections outside of normal business hours (minimum charge -- two hours)	<del>\$70.00</del> <b>\$75.00</b> per hour*
2. Re-inspection fees assessed under provisions of Section 108 of the International Residential Code	<del>\$70.00</del> <b>\$75.00</b> per hour*
3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)	<del>\$70.00</del> <b>\$75.00</b> per hour*
4. Additional plan review required by changes, additions or revision to plans (minimum charge -- one-half hour)	<del>\$70.00</del> <b>\$75.00</b> per hour*
5. For use of outside consultants for plan checking and inspections, or both.	Actual Cost **
6. <b>Code Enforcement activities after 1<sup>st</sup> re-inspect</b>	<b>\$75.00</b>

\* Or the total hourly cost to the jurisdiction, whichever is the greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead cost.

**Should work begin prior the issuance of necessary permits, the following fees will apply:**

VALUATION OF WORK	FEE
\$0-\$50,000	Permit fee is doubled Second offence within 180 days - \$200 minimum \$100 for each additional violation subsequent
\$50,001-\$500,000	50% of permit fee (Minimum fee of \$550)
Over \$500,000	25% of the permit fee (Minimum fee of \$2,000)

**COMMERCIAL**  
**BUILDING PERMIT AND PLAN REVIEW FEES**

Effective **March 1, 2022**

TOTAL VALUATION	FEE
	<del>\$40.00</del> <b>\$50.00</b>
\$1,001.00 to \$25,000.00	<del>\$40.00</del> <b>\$50.00</b> for the first \$1,000.00 plus <del>\$11.00</del> <b>\$11.33</b> for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	<del>\$304.00</del> <b>\$316.92</b> for the first \$25,000.00 plus <del>\$7.50</del> <b>\$7.73</b> for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	<del>\$491.50</del> <b>\$510.17</b> for the first \$50,000.00 plus <del>\$5.30</del> <b>\$5.46</b> for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	<del>\$756.50</del> <b>\$783.17</b> for the first \$100,000.00 plus <del>\$4.30</del> <b>\$4.43</b> for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	<del>\$2476.50</del> <b>\$2555.17</b> for the first \$500,000.00 plus <del>\$4.20</del> <b>\$4.33</b> for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
\$1,000,001.00 and up	<del>\$4576.50</del> <b>\$4720.17</b> for the first \$1,000,000.00 plus <del>\$4.00</del> <b>\$4.12</b> for each additional \$1,000.00 or fraction thereof
<b>Demolition Permit:</b>	\$100.00 / <del>\$40.00</del> <b>\$50.00</b> for buildings under 400 SF and buildings without utility services.
<b>House Moving Permit:</b>	\$300.00 / <del>\$40.00</del> <b>\$50.00</b> for buildings under 400 SF and buildings without utility services. \$150.00 / <del>\$40.00</del> <b>\$50.00</b> for moves within extraterritorial area.
<b>Board of Appeals:</b>	\$150.00 filing fee
<b>Plan Review:</b> All projects when a plan review is required.	Twenty (20) percent of the attributable building permit fee. Minimum fee <del>\$40</del> <b>\$50</b> .

**Other Inspections and Fees:**

- |   |   |
|---|---|
| 1. Inspections outside of normal business hours (minimum charge -- two hours)                                   | <del>\$70.00</del> <b>\$75.00</b> per hour* |
| 2. Reinspection fees assessed under provisions of Section 108 and 109 of the International Building Code        | <del>\$70.00</del> <b>\$75.00</b> per hour* |
| 3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)                     | <del>\$70.00</del> <b>\$75.00</b> per hour* |
| 4. Additional plan review required by changes, additions or revision to plans (minimum charge -- one-half hour) | <del>\$70.00</del> <b>\$75.00</b> per hour* |
| 5. For use of outside consultants for plan checking and inspections, or both.                                   | Actual Cost **                              |
| <b>6. Code Enforcement activities after 1st re-inspect</b>  | <b>\$75.00</b>                              |

\* Or the total hourly cost to the jurisdiction, whichever is the greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead cost.

**Should work begin prior the issuance of necessary permits, the following fees will apply:**

VALUATION OF WORK	FEE
\$0-\$50,000	Permit fee is doubled Second offence within 180 days - \$200 minimum \$100 for each additional violation subsequent
\$50,001-\$500,000	50% of permit fee (Minimum fee of \$980)
Over \$500,000	25% of the permit fee (Minimum fee of \$2,500)

# Fee Comparison For \$100,000 Project

## Cities in North Dakota

	Residential	Commercial	Percent Difference from Fargo	
Fargo	\$ 510.20	\$ 756.50	100%	100%
Bismarck	\$ 623.45	\$ 623.45	122%	82%
Minot	\$ 500.00	\$ 500.00	98%	66%
Grand Forks	\$ 616.00	\$ 1,047.00	121%	138%

## Cities in Minnesota

Minneapolis	\$ 1,480.50	\$ 1,480.50	290%	196%
St. Paul	\$ 1,367.74	\$ 1,367.74	268%	181%
Rochester	\$ 649.50	\$ 649.50	127%	86%
Bloomington	\$ 986.13	\$ 986.13	193%	130%
Duluth	\$ 1,226.66	\$ 1,226.66	240%	162%
Brooklyn Park	\$ 1,125.74	\$ 1,125.74	221%	149%
Moorhead	\$ 490.00	\$ 655.00	96%	87%







**INSPECTIONS**  
 225 4TH STREET NORTH  
 FARGO, NORTH DAKOTA 58102  
 PHONE: 701-241-1561  
 FAX: 701-476-6779

**FARGO**  
**HEATING VENTILATION AND AIR CONDITIONING**  
**PERMIT FEES**

Effective January 1, 2018 ~~March 1, 2022~~

Addition to duct work:	
Per Damper, Fire, Smoke or Fire/Smoke	\$5.00
Per heat run or register	\$4.00
Minimum fee	\$35.00
Addition to hot water or steam system:	
Per unit of radiation	\$4.00
Minimum fee	\$35.00
Air handling unit Fan/Coil units	\$40.00
Air to air exchangers (multi-4-plex or over).	\$34.00
Air, Water, or Steam Furnace (installation or replacement):	
Initial 200,000 BTU input	
Additional 200,000 BTU input	\$40.00
Maximum fee per unit	\$20.00
(58.6 KW Electric equals 200,000 BTU)	\$140.00
Bathroom Exhaust fans and dryer vents(multi-4-plex or over)	\$4.00
Commercial kitchen hood.	\$28.00
Commercial or Industrial Gas or Oil Burning Equipment:	
Initial 200,000 BTU input	\$40.00
Additional 200,000 BTU input	\$20.00
Maximum fee per unit	\$140.00
Cooling Systems (central air chillers, cooling towers):	
Up to 10 ton	\$40.00
Each 10 ton thereafter	\$20.00
Maximum fee per unit	\$140.00
Cooling System Addition, Cooling Coil	\$22.00
Fan connected to single duct.	\$28.00
Gas fired cooling system:	
Initial 200,000 BTU input	\$40.00
Additional 200,000 BTU input	\$20.00
Maximum fee per unit	\$140.00
Gas piping only.	\$33.00
Gas, Oil Conversion burner or solid fuel:	
Initial 200,000 BTU input	\$40.00
Additional 200,000 BTU input	\$20.00
Maximum fee per unit	\$140.00
Geothermal per loop	\$4.00
Minimum	\$38.00
Heat Pump and Backup Heat ( gas, oil, electric, with initial 200,000 BTU input):	
Initial 200,000 BTU input	\$80.00
Additional 200,000 BTU input	\$20.00
Maximum fee per unit	\$140.00
Heat Pump In Ducted System (backup heat, existing)	\$40.00
Installation of a fuel fired space or wall heater	\$40.00

Installation of a hot water unit heater, cabinet unit heater convactor, steam heat exchanger, steam apparatus, converter, hydronic coil (hot water, steam, chill water): (hot water or steam) initial 200,000 BTU input additional 200,000 BTU input	\$32.00 \$20.00
Installation of fuel oil tank not requiring a building permit.	\$40.00
LP, A - Containers less than 151 gallons	\$40.00
LP, B - Containers from 151 gallons to 1200 gallons	\$60.00
LP, C - Containers larger than 1200 gallons	\$120.00
LP, LP for Construction	\$40.00
LP, Pumps, Vaporizers, Pump Station, Etc.	\$20.00
Minimum Inspection Fee	\$40.00
Re-heat coil	\$24.00
Repair Work (parts and labor over \$75.00) when permit required.	\$34.00
Residential Air Handling Unit.	\$40.00
Residential Central Air/ Heat Pump	\$40.00
Residential Duct Work Addition: Per heat run or register Minimum fee	\$4.00 \$34.00
Residential Gas Appliance (Fireplace, Gas Log Insert, Range, Clothes Dryer, Outdoor Grill, Lamps, Water Heater, etc.) per appliance	\$38.00
Residential Heating Appliance: Initial 200,000 BTU input Additional 200,000 BTU input Maximum fee per unit	\$40.00 \$20.00 \$140.00
Residential Hot Water Piping Addition Per heat run or register Minimum fee	\$4.00 \$34.00
Solid Fuel(wood or coal) Burning space heating Stove	\$38.00
Temporary Heat.	\$36.00
VAV's	\$10.00
Minimum Charge	\$30.00

**Other Inspections and Fees:**

1. Inspections outside of normal business hours (minimum charge -- two hours)	\$70.00 per hour*
2. Reinspection fees.	\$70.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)	\$70.00 per hour*
4. Additional plan review required by changes, additions or revision to plans. (minimum charge -- one-half hour)	\$70.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both.	Actual Cost **

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead cost.

☆ Permit fees will be charged for all government projects.

☆ Double fees for all work commenced with out a permit. In case of an emergency, a permit must be taken out within 48 hours after commencement of work.

**FARGO**  
**SCHEDULE FOR PLUMBING & SANITARY**  
**OR STORM SEWER PERMITS**

EFFECTIVE JANUARY 1, 2018 ~~March 1, 2022~~

Water Heating Permits	\$30.00
Inside Plumbing Permits Minimum Fee (includes up to 5 fixtures or traps) (each fixture or trap over 5 is \$5.00 each)	\$40.00  Over 5-\$8.00ea
Original Sanitary or Storm Sewer Line into each building	\$100.00
Disconnect Sanitary or Storm Sewer Line	\$50.00
Additional Sanitary or Storm Sewer Line into each building or to a manhole or Catch Basin	\$30.00
Repair or Replacement of Sanitary or Storm Sewer	\$55.00
Lawn Sprinkler System	\$40.00
Other Inspections and Fees: 1. Inspections outside of normal business hours (minimum charge -- two hours) \$70.00 per hour* 2. Reinspection fees. \$70.00 per hour* 3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour) \$70.00 per hour* 4. Additional plan review required by changes, additions or revision to plans (minimum charge -- one-half hour) \$70.00 per hour* 5. For use of outside consultants for plan checking and inspections, or both. Actual Cost **	
* Or the total hourly cost to the jurisdiction, whichever is the greater. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. ** Actual costs include administrative and overhead cost.	
Permits Fees will be charged for all Government projects.	

# Fee increases for next 5 years

---

Current	Residential		Commercial
Up to and including \$1,000	\$35.00	Up to and including \$1,000	\$40.00
\$1,001 to \$100,000	\$35.00 for the first \$1,000 plus \$4.80 for each addtinal \$1,000, or fraction thereof, to and including \$100,000	\$1,001 to \$25,000	\$40.00 for the first \$1,000 plus \$11.00 for each addtinal \$1,000 or fraction thereof, to and including \$25,000
\$100,001 and up	\$510.20 for the first \$100,001 plus \$2.65 for each addtinal \$1,000 of fraction therefor.	\$25,001 to \$50,000	\$304.00 for the first \$25,000 plus \$7.50 for each addtinal \$1,000 or fraction thereof, to and including \$50,000
		\$50,001 to \$100,000	\$491.50 for the first \$50,000 plus \$5.30 for each addtinal \$1,000 or fraction thereof, to and including \$100,000
		\$100,001 to \$500,000	\$756.50 for the first \$100,000 plus \$4.30 for each addtinal \$1,000 or fraction thereof, to and including \$500,000
		\$500,001 to \$1,000,000	\$2476.50 for the first \$500,000 plus \$4.20 for each addtinal \$1,000 or fraction thereof, to and including \$1,000,000
		\$1,000,001 and up	\$4576.50 for the first \$1,000,000 plus \$4.00 for each addtinal \$1,000 or fraction thereof

**Reflects \$5 increase to base fee and 3% increase to fees above \$1,000**

2022	Residential		Commercial
Up to and including \$1,000	\$40.00	Up to and including \$1,000	\$45.00
\$1,001 to \$100,000	\$40.00 for the first \$1,000 plus \$4.94 for each addtinal \$1,000, or fraction thereof, to and including \$100,000	\$1,001 to \$25,000	\$45.00 for the first \$1,000 pluse \$11.33 for each addtinal \$1,000 or fraction thereof, to and including \$25,000
\$100,001 and up	\$529.06 for the first \$100,001 pluse \$2.73 for each addtinal \$1,000 of fraction therefor.	\$25,001 to \$50,000	\$316.92 for the first \$25,000 pluse \$7.73 for each addtinal \$1,000 or fraction thereof, to and including \$50,000
		\$50,001 to \$100,000	\$510.17 for the first \$50,000 pluse \$5.46 for each addtinal \$1,000 or fraction thereof, to and including \$100,000
		\$100,001 to \$500,000	\$783.17 for the first \$100,000 pluse \$4.43 for each addtinal \$1,000 or fraction thereof, to and including \$500,000
		\$500,001 to \$1,000,000	\$2555.17 for the first \$500,000 pluse \$4.33 for each addtinal \$1,000 or fraction thereof, to and including \$1,000,000
		\$1,000,001 and up	\$4720.17 for the first \$1,000,000 pluse \$4.12 for each addtinal \$1,000 or fraction thereof

**Reflects 3% increase to fees above \$1,000**

2023	Residential		Commercial
Up to and including \$1,000	\$40.00	Up to and including \$1,000	\$45.00
\$1,001 to \$100,000	\$40.00 for the first \$1,000 plus \$5.09 for each addtinal \$1,000, or fraction thereof, to and including \$100,000	\$1,001 to \$25,000	\$45.00 for the first \$1,000 plus \$11.67 for each addtinal \$1,000 or fraction thereof, to and including \$25,000
\$100,001 and up	\$543.91 for the first \$100,001 plus \$2.81 for each addtinal \$1,000 of fraction therefor.	\$25,001 to \$50,000	\$325.08 for the first \$25,000 plus \$7.96 for each addtinal \$1,000 or fraction thereof, to and including \$50,000
		\$50,001 to \$100,000	\$524.05 for the first \$50,000 plus \$5.62 for each addtinal \$1,000 or fraction thereof, to and including \$100,000
		\$100,001 to \$500,000	\$805.05 for the first \$100,000 plus \$4.56 for each addtinal \$1,000 or fraction thereof, to and including \$500,000
		\$500,001 to \$1,000,000	\$2629.05 for the first \$500,000 plus \$4.46 for each addtinal \$1,000 or fraction thereof, to and including \$1,000,000
		\$1,000,001 and up	\$4859.05 for the first \$1,000,000 plus \$4.24 for each addtinal \$1,000 or fraction thereof

**Reflects \$5 increase to base fee and 3% increase to fees above \$1,000**

2024	Residential		Commercial
Up to and including \$1,000	\$45.00	Up to and including \$1,000	\$50.00
\$1,001 to \$100,000	\$45.00 for the first \$1,000 plus \$5.24 for each addtinal \$1,000, or fraction thereof, to and including \$100,000	\$1,001 to \$25,000	\$50.00 for the first \$1,000 pluse \$12.02 for each addtinal \$1,000 or fraction thereof, to and including \$25,000
\$100,001 and up	\$563.76 for the first \$100,001 pluse \$2.89 for each addtinal \$1,000 of fraction therefor.	\$25,001 to \$50,000	\$338.48 for the first \$25,000 pluse \$8.20 for each addtinal \$1,000 or fraction thereof, to and including \$50,000
		\$50,001 to \$100,000	\$543.48 for the first \$50,000 pluse \$5.79 for each addtinal \$1,000 or fraction thereof, to and including \$100,000
		\$100,001 to \$500,000	\$832.98 for the first \$100,000 pluse \$4.70 for each addtinal \$1,000 or fraction thereof, to and including \$500,000
		\$500,001 to \$1,000,000	\$2712.98 for the first \$500,000 pluse \$4.59 for each addtinal \$1,000 or fraction thereof, to and including \$1,000,000
		\$1,000,001 and up	\$5007.98 for the first \$1,000,000 pluse \$4.37 for each addtinal \$1,000 or fraction thereof

**Reflects 3% increase to fees above \$1,000**

2025	Residential		Commercial
Up to and including \$1,000	\$45.00	Up to and including \$1,000	\$50.00
\$1,001 to \$100,000	\$45.00 for the first \$1,000 plusr \$5.40 for each addtinal \$1,000, or fraction thereof, to and including \$100,000	\$1,001 to \$25,000	\$50.00 for the first \$1,000 pluse \$12.38 for each addtinal \$1,000 or fraction thereof, to and including \$25,000
\$100,001 and up	\$579.60 for the first \$100,001 pluse \$2.97 for each addtinal \$1,000 of fraction therefor.	\$25,001 to \$50,000	\$347.12 for the first \$25,000 pluse \$8.45 for each addtinal \$1,000 or fraction thereof, to and including \$50,000
		\$50,001 to \$100,000	\$558.37 for the first \$50,000 pluse \$5.96 for each addtinal \$1,000 or fraction thereof, to and including \$100,000
		\$100,001 to \$500,000	\$856.37 for the first \$100,000 pluse \$4.84 for each addtinal \$1,000 or fraction thereof, to and including \$500,000
		\$500,001 to \$1,000,000	\$2792.37 for the first \$500,000 pluse \$4.73 for each addtinal \$1,000 or fraction thereof, to and including \$1,000,000
		\$1,000,001 and up	\$5157.37 for the first \$1,000,000 pluse \$4.50 for each addtinal \$1,000 or fraction thereof




**Reflects \$5 increase to base fee and 3% increase to fees above \$1,000**

2026	Residential	Commercial	
Up to and including \$1,000	\$50.00	Up to and including \$1,000	\$55.00
\$1,001 to \$100,000	\$50.00 for the first \$1,000 plus \$5.56 for each addtinal \$1,000, or fraction thereof, to and including \$100,000	\$1,001 to \$25,000	\$55.00 for the first \$1,000 plus \$12.75 for each addtinal \$1,000 or fraction thereof, to and including \$25,000
\$100,001 and up	\$600.44 for the first \$100,001 plus \$3.06 for each addtinal \$1,000 of fraction therefor.	\$25,001 to \$50,000	\$361.00 for the first \$25,000 plus \$8.70 for each addtinal \$1,000 or fraction thereof, to and including \$50,000
		\$50,001 to \$100,000	\$578.75 for the first \$50,000 plus \$6.14 for each addtinal \$1,000 or fraction thereof, to and including \$100,000
		\$100,001 to \$500,000	\$885.75 for the first \$100,000 plus \$4.99 for each addtinal \$1,000 or fraction thereof, to and including \$500,000
		\$500,001 to \$1,000,000	\$2881.75 for the first \$500,000 plus \$4.87 for each addtinal \$1,000 or fraction thereof, to and including \$1,000,000
		\$1,000,001 and up	\$5316.75 for the first \$1,000,000 plus \$4.64 for each addtinal \$1,000 or fraction thereof

25

## MEMORANDUM

**TO:** Fargo City Commission

**FROM:** Jim Gilmour, Director of Strategic Planning and Research 

**DATE:** February 2, 2022

**SUBJECT:** Sale of 1 – 2nd Street South

---

This is the recommendation to sell City of Fargo property at 1 – 2nd Street South for redevelopment.

### Background

The Fargo City Commission directed preparation of a Riverfront Renewal Plan in October 2020. The Riverfront Renewal Plan was completed and adopted by the City Commission in April 2021. This plan included actions to sell several city-owned properties for redevelopment.

Request for proposals and selection criteria for the three properties were approved by the City Commission in September and October 2021 and proposals were due in November. Three proposals were submitted for the 1 -2nd Street South property.

### Review

Proposals were reviewed by the Economic Development Incentives Committee and the Renaissance Zone Authority. Of the 8 members of these Committees voting at a January 25th meeting, 5 of the members voted to recommend selection of the proposal from EPIC Companies.

### EPIC Proposal

The EPIC proposal is a mixed-use building that will be part of a complex including two previously approved new buildings. The 7-story building will have 30 condominiums, 37 apartments, 15,000 square feet of commercial space and interior parking. The building will cost \$28 million. The offer is for \$1,188,000 with construction to begin in the fall of 2022 with planned completion in late 2023. The developer is requesting approval of 5-year Renaissance Zone incentives. A copy of the proposal is attached.

### Recommended Motion:

Accept the offer from EPIC Companies for 1 – 2nd Street South and direct City staff to plat the property prior to the sale and draft a Development Agreement consistent with City plans and the offer from the developer.



Prepared for:  
**Jim Gilmour**  
Office of the City Auditor  
225 4th Street North  
Fargo, ND 58102



## The City of Fargo Request for Development Proposals

Disposition of 1 2nd Street South



Investment • Development • Management

745 31st Ave. E Ste 105, West Fargo, ND 58078

701.866.1006

[EPICCompaniesND.com](http://EPICCompaniesND.com)

[Todd.Berning@EPICCompaniesND.com](mailto:Todd.Berning@EPICCompaniesND.com)

211117

---

# LETTER OF INTEREST

---

**THANK YOU FOR CONSIDERING US!**

Dear Mr. Jim Gilmour,

Thank you for the opportunity to present you with this proposal. As you will see throughout our proposal, EPIC Companies has experience with numerous developments in the region. We would be honored to work on the 1 2nd Street South Fargo, ND lot, to develop it into an asset the community can be proud of.

Fargo has worked hard to successfully ensure the quality of life for its citizens with great schools, good health care, excellent public service works, and access to natural beauty along the Red River.

Our vision is to build a mixed-use development with commercial and residential spaces that will focus on catering to multiple audiences. EPIC Companies is a regional leader with completed mixed-use projects in operation (Bismarck, Detroit Lakes (MN), Fargo, Jamestown, Minot, Moorhead (MN), and West Fargo) plus additional projects in construction/design stages throughout the region (Bismarck, Fargo, Grand Forks, Minot, and West Fargo).

We understand the commitment to this project, to perform the services expeditiously and in a timely manner. As the developer, we understand the scope of work and will do our due diligence to complete the project. This parcel of land is currently underutilized and our goal is to create a gateway, from Moorhead to Fargo, a positive welcome to this great city that residents and travelers alike can be proud of.

EPIC Companies has over 25 mixed-use buildings in their portfolio. This includes 1000+ residential units and 350,000+ square feet of commercial space. Of the 1000+ residential units, around 153 of them are affordable housing, and we are currently developing over 50+ condos, which provide vital housing to the areas they serve. We are community driven and focused. Our experience spans from mixed-use developments, multi-family housing, affordable housing, and numerous financing options.

Each group involved has the ability to deliver quality performance and results in key areas such as: Planning, Legal, Public-Private Partnerships, TIF/Tax Abatement, Design, Finance, Gifting and Tax Strategies, Construction, Plaza Design, Leasing, Maintenance and Management; each step is required for an accomplished project of this size and scope.

Our company's mission, "Enhancing communities through innovative development", is our intention with this project. We want to create a positive impact on this neighborhood by complimenting the current developments of the community, as well as creating a building with distinct character that separates it from the masses. Our local connections as residents of North Dakota show we are very well acclimated not only to the development location, but the entire region. We have thoroughly analyzed all aspects of development, design, and construction for this project. Our goal is to provide a foundation for feeling safe with an opportunity to succeed in a community.

Our commitment to providing a better quality of life through mixed-use buildings shines through in the following portfolio. We appreciate your time and consideration, and look forward to hearing from you regarding our proposal.



Todd Berning  
President | 745 31st Ave. E Ste 105, West Fargo, ND 58078

**ENHANCING COMMUNITIES THROUGH INNOVATIVE DEVELOPMENT.**

# 01

## TABLE OF CONTENTS

- SECTION 1: LETTER OF INTEREST ..... 02
  - TABLE OF CONTENTS..... 03
- SECTION 2: ABOUT EPIC COMPANIES..... 04
- SECTION 3: EXPERIENCE AND QUALIFICATIONS ..... 06
  - EPIC UNDERSTANDING..... 07
- SECTION 4: PROJECT SCHEMATICS ..... 09
- SECTION 5: PROPOSAL ..... 11
  - TIMELINE ..... 12
- SECTION 6: IDENTIFICATION OF ENTITIES..... 13
  - PARTNERS..... 15
  - PROPERTIES ..... 19
- SECTION 7: REQUESTED INCENTIVES..... 26
  - CONSTRUCTION TIMELINE..... 28
  - PROPOSED PRICE..... 29
  - REFERENCES..... 30



# 02

# ABOUT EPIC COMPANIES

A North Dakota Company



## MIXED-USE BUILDINGS

With years of experience, EPIC prioritizes the development of mixed-use buildings. Mixed-use properties bring the maximum usage out of the space.



## COMMERCIAL SQUARE FEET

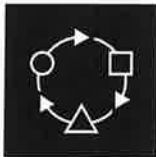
EPIC works hard to find the best business for the developed space. We work with restaurants, offices, retail and more to help provide an exceptional business experience.



## RESIDENTIAL UNITS

EPIC designs residential layouts with the tenant in mind. Each building has the challenge of a unique audience that requires a different set of amenities. We strive to provide an outstanding living experience to each individual tenant.

## OUR VALUES



### Evolve and Adapt

At EPIC Companies, we empower our employees to make decisions, and constantly strive to improve with each project we develop.



### Build Relationships

We believe that connecting with our tenants, investors, and employees helps drive success.



### Open Communication

EPIC encourages directness so our employees and their ideas can thrive.



### Change Your Thoughts, Change Your World

By simply changing your thoughts, one can change the world around you.



### Be Humble

We are confident, but are aware of our weaknesses and continue to strive for improvement.

# 02

## OUR MISSION



**ENHANCING COMMUNITIES THROUGH INNOVATIVE DEVELOPMENT.**

### EPIC COMPANIES AND OWNERS COMBINED PROJECT EXPERIENCE

\* Prior Firm Experience

#### ACQUISITION

- EPIC Place - Grand Forks, ND (Newly Remodeled)
- Four Points by Sheraton - Fargo, ND
- The Mill - Grand Forks, ND (Newly Remodeled)

#### IN DEVELOPMENT

- Allie Commons - West Fargo, ND
- Bolig Square - Moorhead, MN
- Liberty Town Center - Fargo, ND
- JP Place - Perham, MN
- The Tracks - Minot, ND

#### UNDER CONSTRUCTION

- Area 57 Phase II - Bismarck, ND
- Boulevard 3 by EPIC - West Fargo, ND
- ENVY at The Lights - West Fargo, ND
- Park South II - Minot, ND
- Makt by EPIC - Fargo, ND
- TAB42 - Fargo, ND
- The Arch - Fargo, ND
- The Beacon - Grand Forks, ND

#### DEVELOPED PROJECTS

- Arbor Courts - Fargo, ND
- Area 57 Phase I - Bismarck, ND
- Beaver Ridge - Minot, ND
- Betty Engelstad Sioux Center - Grand Forks, ND \*
- Block E - Moorhead, MN
- Blu on Broadway - Minot, ND
- Boulevard Square I & II - West Fargo, ND
- Broadway Plaza - Minot, ND \*

- County Jail - Grand Forks & Rugby, ND \*
- Gateway by EPIC - Fargo, ND
- EPIC at The Lights - West Fargo, ND
- ECHO at The Lights - West Fargo, ND
- Frito Lay - Minot, ND \*
- Highlander Office Park - Minot, ND
- Lignite Apartments - Lignite, ND
- Meadowlark Town Homes - New Rockford, ND
- McKinley Plaza - Detroit Lakes, MN
- Minot Country Club - Minot, ND
- NDSF Grandstand - Minot, ND
- Park South Phase I - Minot, ND
- Pioneer Place - West Fargo, ND
- Northern Mall Partners - Grand Forks, ND

- Ralph Engelstad Arena - Grand Forks, ND \*
- Ralph Engelstad Arena - Thief River Falls, MN \*
- Scheels Arena - Fargo, ND \*
- Sheyenne Plaza - West Fargo, ND
- The Firm - West Fargo, ND
- UJ Place - Jamestown, ND
- Urban Plains Office & Retail - Fargo, ND \*
- Vanné - Moorhead, MN
- DEVELOPED PLAZAS**
- POW/MIA Plaza - West Fargo, ND
- Essentia Health Plaza at The Lights - West Fargo, ND



### EPIC Companies

Serving 9 Communities Throughout ND & MN.

# 03

# EXPERIENCE & QUALIFICATIONS

## WE UNDERSTAND MIXED-USE DEVELOPMENT



### WHY EPIC

EPIC Companies will make certain that our services will meet and exceed your needs. We are committed to providing the leadership, qualified staff members, and necessary resources to conclude the project.



### RELATIONSHIP TO BUILD UPON

The project team has a solid relationship that has been created by working together on multiple developments. Our organizations are on a first name basis and we have a proven track record for working together to meet budget and schedule goals.



### LOCAL STAFF AND RESOURCES

Our leadership and professional staff combined live in Fargo, West Fargo and Moorhead. We have thorough understanding of the local working conditions. Time and time again, our subcontractor relationships have saved valuable time and money. We know how to build the right team for your project.

## BUILDING SYNERGY



**We would be bringing two other buildings and their amenities to this parcel due to the harmonious relationship of the buildings.**

### MIXED-USE HOUSING EXPERTISE

EPIC Companies has developed a specialized team of designers, developers, and construction professionals with a wide range of experience in completing mixed-use projects. The team is experienced in both new construction and renovation of historic spaces. Our goal is to maximize our unit square footage and provide efficient units to the public. EPIC is experienced and well-versed in completing mixed-use developments for a variety of audiences.



# 03 AN EPIC UNDERSTANDING OF DEVELOPMENT PROCESS

**EPIC Companies** has the personnel, experience, partners, and overall expertise to provide the City of Fargo with a quality mixed-use project. Over the years, we have refined our processes and gained significant resources that are critical to making an effective development. Our process is based upon three key words: **INVESTMENT, DEVELOPMENT, and MANAGEMENT.**

**The first goal in the development process is raising capital.** One of our biggest assets as a development company is our financial capability. EPIC is a privately held company that partners with other private equity consultants to raise funding for each individual project. We have experience working with multiple accounting and CPA firms, private equity partners, and other groups who help us meet our funding goals.

**Open communication is important in the development process, not only with the client, but with the investors.** EPIC keeps open communication with investors through our online investor portal, annual investor meetings, and investor socials. Investors have access to their private portfolio and can access rent rolls, income statements, construction reports, balance sheets and tax returns at any time.



“

**WHILE MUCH OF THE CITY'S FOCUS HAS BEEN ON BOOMING RESIDENTIAL AND COMMERCIAL DEVELOPMENT A RELATIONSHIP WITH EPIC HAS ALLOWED US TO FOCUS ON AMENITIES, COMMUNITY DEVELOPMENT AND THE INTANGIBLE ELEMENTS THAT MAKES A PLACE SPECIAL.**

**- TINA FISK,  
CITY OF WEST FARGO  
ADMINISTRATOR**

**Our ability to finance projects is indicated in our letters of support as well as shown through our mixed-use experience.** EPIC Capital, the investment arm of EPIC Companies, led by Bill Leier, utilizes investment vehicles such as traditional equity investments, 1031 exchanges, fixed-rate subordinate debt notes, and self-directed IRA's.

**Once funds are acquired, the next phase is the development process.** EPIC Companies has partnered with local firms that have years of experience. These firms are Construction by EPIC, Gehrtz Construction Services, Confluence, MBN Engineering, and Heyer Engineering.

**EPIC is projecting a development that includes residential and commercial space.** EPIC's in-house architect, Ben Zeltinger, and heads of development, Amy Hass, Brian Kounovsky, and Blake Nybakken will guarantee coordination between all parties involved. We work with the demands of the design team to make sure the design phase aligns with the financial model and appeals to all parties involved.

**EPIC Companies works carefully with the planning and zoning officials, engineering departments, and the city staff to follow all local and federal guidelines in the development phase.** Our team conducts regularly scheduled meetings to open lines of consistent communication and to align the firm's focus to be on task and cognizant of moving parts to help not overlook potential setbacks. We provide additional layers of oversight for the good of the project. EPIC has successfully accomplished multiple PUD's and P3 agreements in different municipalities and are very comfortable with the process. We also bring in experts, such as John Shockley and Katie Bertsch of Ohnstad Twichell, to guide us through the process.

**All EPIC Companies' previous mixed-use developments have been delivered on time and on budget.** We project a 18 month timeline for a project of this scope and size. EPIC Companies' ability to lease residential units is unmatched, with occupancy rates nearing 100%. This is highlighted even further in our project portfolio. EPIC takes pride in being able to adapt to different markets and circumstances and is willing to pivot direction for the good of the project. Our main goal is the overall performance of the project and best interest of our investors.

**We work hard, ensuring that our vacancy rate is low to non-existent. A low vacancy rate is a product of teamwork. Behind the scenes, our maintenance, marketing, and management teams work together to achieve the goal of providing exceptional work and service in their individual departments. EPIC has created an intelligent and creative community that is more than qualified to successfully produce this mixed-use development.**

“

**THEIR COMMUNICATION AND FLEXIBILITY HAS BEEN TREMENDOUS WHICH HAS MADE THE PROJECT MOVE ALONG VERY SMOOTHLY AND EFFICIENTLY.**

**- UNIVERSITY OF JAMESTOWN**

“

**FARGO IS A CITY WITH A LOT GOING FOR IT. FARGO WEATHERED THE CURRENT ECONOMIC RECESSION WITH REMARKABLE RESILIENCE AND STILL MAINTAINS A LOW UNEMPLOYMENT RATE ALONG WITH A DIVERSE AND PRODUCTIVE ECONOMY. FARGO'S EDUCATION SYSTEM, FROM KINDERGARTEN THROUGH COLLEGE, IS AMONG THE NATION'S FINEST. FARGO HAS A WELCOMING COMMUNITY AND IS GROWING IN POPULATION AND NATIONAL INFLUENCE.**

**-FARGO GO2030 COMPREHENSIVE PLAN**

# 04 PROJECT SCHEMATICS

## 1 2ND STREET SOUTH, FARGO, ND 58102

### DESCRIPTION OF PROPERTY

#### PRELIMINARY SCHEMATIC PLANS

- 7 Stories
- 37 Apartments
- 30 Condos
- 75,000 SF

#### BUILDING SIZE

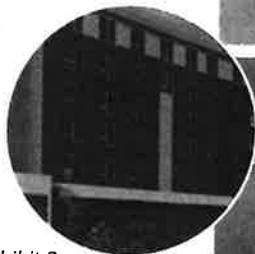
This building will be a total of 90,000 SF, 7 stories tall, contain 2nd floor parking, and a basement.

The first floor will hold 15,000 SF of commercial space. Floors 3-7 will house 37 apartment units and 30 condos at a total of 75,000 SF. The 2nd floor will include 35 parking spaces.

#### MATERIALS & DESIGN *See Exhibit 1*

Commercial siding similar to the Gateway by EPIC building.

- Metal panels of masonry
- Store front glass
- Cement board siding



#### CIRCULATION PATTERNS *See Exhibit 2*

Maintaining a flow of traffic on Main Street is important in this property design. The proposed design mitigates incoming traffic through the existing curb out located in front of the Gateway by EPIC building. Both incoming and outgoing traffic will be served through this driveway.

#### LOADING/SERVICE *See Exhibit 2*

This development will be connected by round-about to Gateway by EPIC and offer a shared parking lot for fluid access and off street parking.

#### TOTAL PROJECT COST:

\$23,000,000

\*Approximate numbers on projects building size.



Exhibit 1

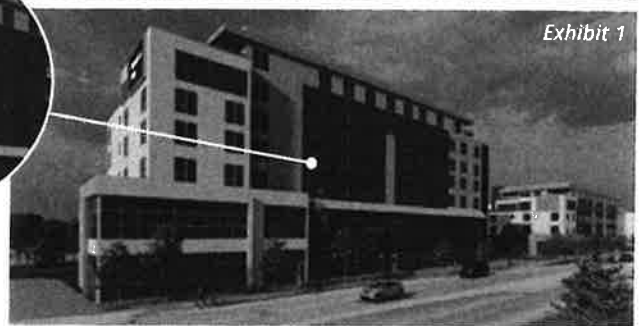
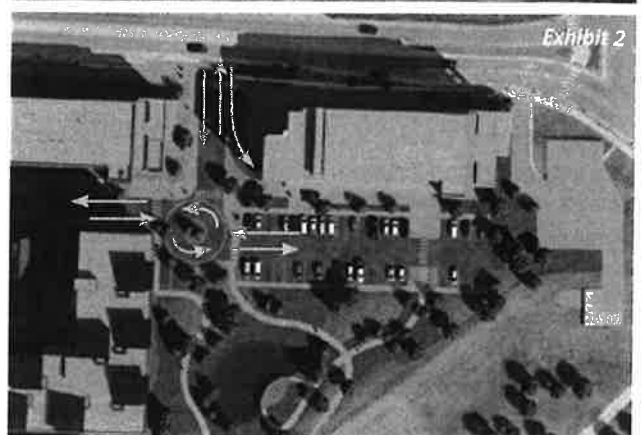
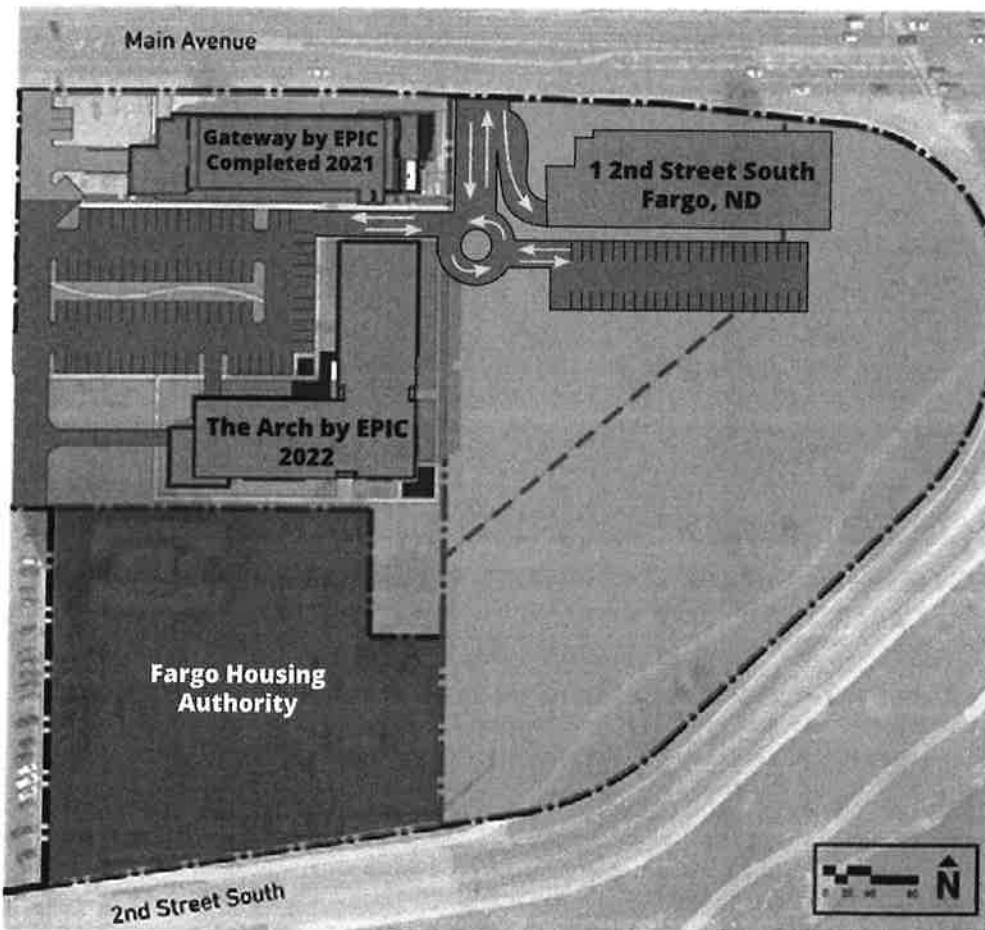
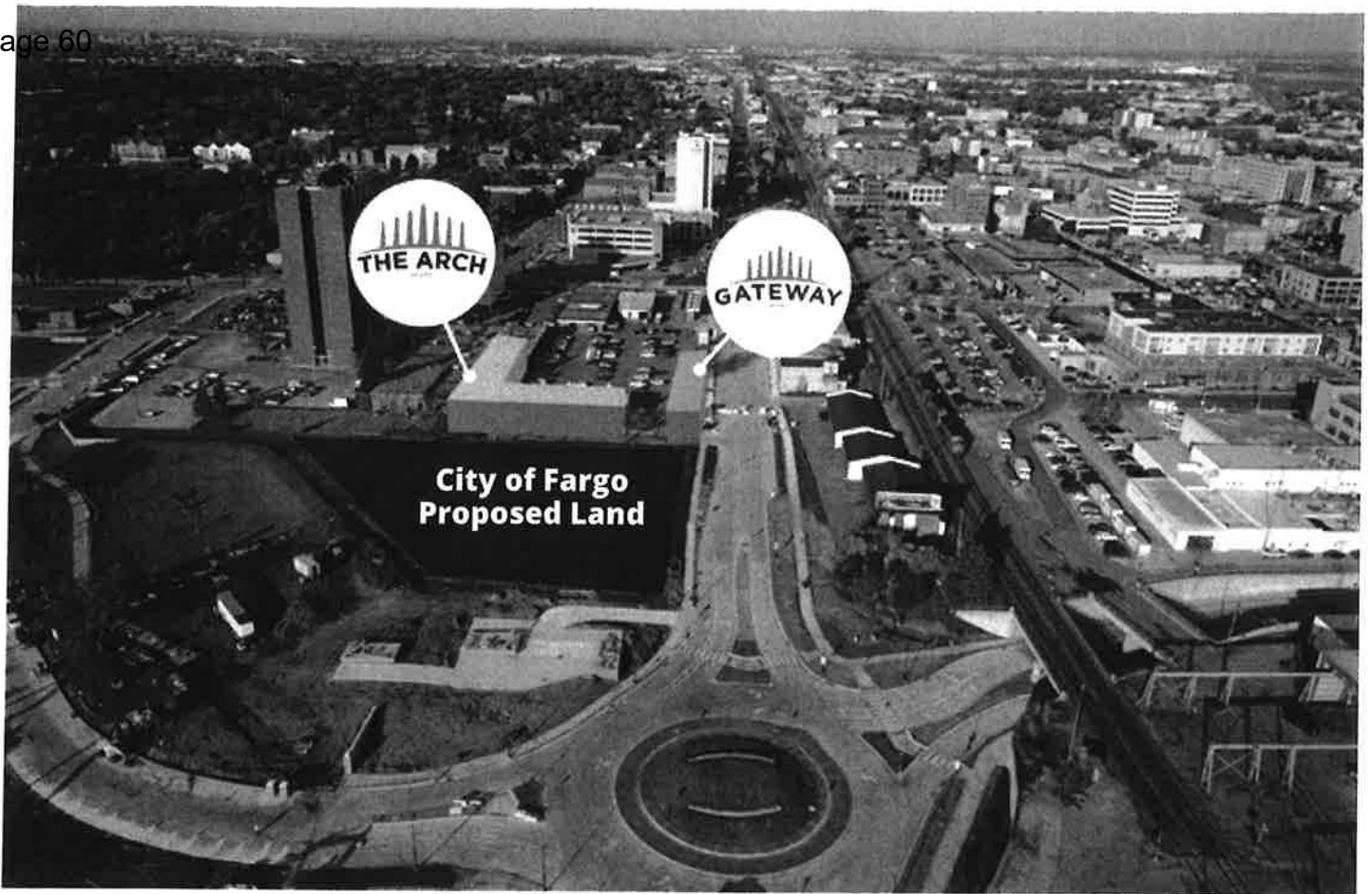


Exhibit 2





## PROPOSED BUILDING SPECS

### Underground

- 35 Parking Spaces

### 1st Floor

- Shared Parking Spaces
- 15,600 Commercial SF

### 2nd Floor

- 35 Parking Spaces

### 3rd Floor

- 18 Apartments

### 4th Floor

- 19 Apartments

### 5th Floor

- 10 Condos

### 6th Floor

- 10 Condos

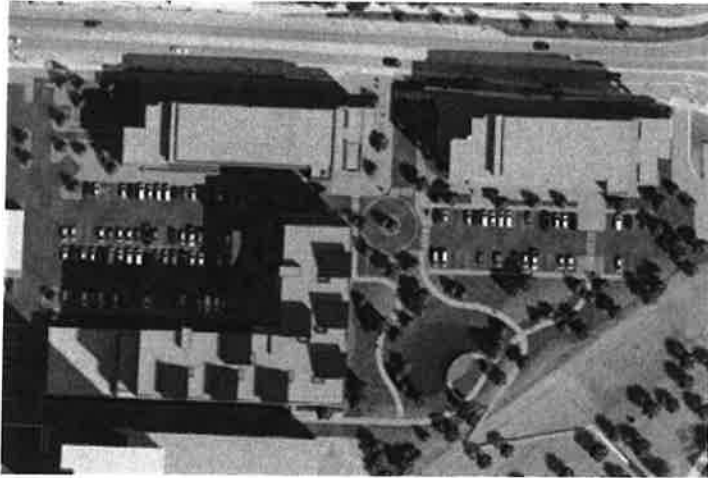
### 7th Floor

- 10 Condos

# 05 PROPOSAL

## CONSIDERATION FOR CURRENT DEVELOPMENT

### INTEGRATION OF WHOLE DEVELOPMENT



Shared Services • Shared Parking • Outdoor Space • Commercial Businesses  
Owners and Renters of Units



## TIMELINE

The construction for this project will be done by **Gehertz Construction Services**. This project will begin construction approximately summer of 2022 and be completed fall of 2023.



### DOCUMENTS COMPLETION

#### Winter 2022

All documents on land ownership will be completed and filed.

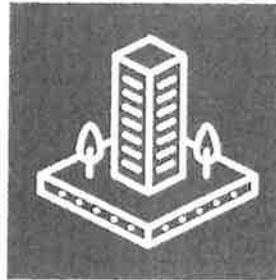
### Walkable, Mixed Use Centers

Walkable mixed use centers will be catalysts for well designed, high density development that increases walk-ability, access to amenities, and provides other sustainable benefits of density.  
- Fargo Go2030

### LAND TURNED OVER

#### June 2022

Land purchased by EPIC Companies.



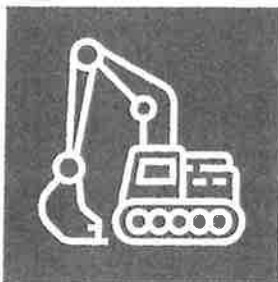
### CONSTRUCTION BEGINS

#### Summer 2022

Construction begins work on 1 2nd St. S, Fargo. *For construction timeline refer to page 27.*

### Celebrate the River

Flooding from the river has been a threat in years past, but there is potential to create great public spaces next to the river. These locations would give access to the river and can potentially be combined with flood protection and development projects.  
- Fargo Go2030



### COMPLETION

#### End of Year 2023

Construction complete and ready to be leased and managed by EPIC Management.



# 06

# IDENTIFICATION OF ENTITIES

## EPIC COMPANIES & TEAM

### DEVELOPER



### PROJECT MANAGER



### CONSTRUCTION



### ARCHITECT

If awarded, EPIC Companies will do an RFP for Architecture services.

### LANDSCAPE ARCHITECT

### CONFLUENCE

### ENGINEERING



### INVESTMENT



### DEVELOPMENT



### MANAGEMENT

# EPIC COMPANIES

745 31ST AVE E, SUITE 105  
WEST FARGO, NORTH DAKOTA  
701.866.1006



**At EPIC Companies**, we believe our people are what truly make the difference. We believe every job is important, no matter the scope. We are innovators who work relentlessly to bring ideas to life.



**Todd Berning**  
President



**Brian Kounovsky**  
Vice President



**Amy Hass**  
CEO



**Blake Nybakken**  
COO



**Vicki Campbell**  
CFO



**Ben Zeltinger**  
Director of Design



**EPIC Companies** continues to have an aspirational vision for the future, the addition of CBE is a testament to that. We built this team to bring in highly experienced professionals that are hard-working, high-energy, and self-motivated. By doing this, the team brings over 50 years of combined construction experience.



**Andy Quittschreiber**  
Vice President of  
Construction



**Nick Giobres**  
Construction Manager





With offices in Fargo and Minot, North Dakota, **Gehrtz Construction Services** works with a variety of personality types, trades, and work groups. We're known for our people who are honest, hardworking, professional, and energetic. Through our dedication and integrity, our team members work together to build collaborative relationships with owners, architects, engineers, and subcontractors.

Our company takes a collective approach to all construction and construction management projects, working closely with owners and designers. Well before ground is broken, we provide construction estimating, scheduling information, and valued engineering services that allow you to make informed decisions so your construction project can be completed efficiently at the highest possible quality.

### QUALITY & COMMITMENT

Our dedication to quality, customer satisfaction, and integrity is illustrated in our management philosophy and expertise that we bring to every project. With many years of combined experience, our construction management team and field construction managers have become experienced problem solvers in providing full-service construction project management and coordination.

#### These Points Allow Us to Create a Seamless Process For All Projects:

- All principle players are involved from before the ground is broken until owner occupancy.
- Regular scheduled meetings throughout the project keep all lines of communication open.
- Safety regulations are discussed and a master safety program is prepared to ensure confidence in a safe workplace.



**Steve Gehrtz**  
Owner, Construction Manager



**WHO WE ARE**

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners. Our staff of 71 includes 39 licensed landscape architects and AICP certified planners – and our firm is comprised of energetic, creative, and passionate people who are involved in making our communities better places to live. We assist our clients on a wide range of public, educational, institutional and private sector projects. Our landscape architects are licensed to practice in Colorado, Kansas, Iowa, Idaho, Illinois, Michigan, Missouri, Minnesota, Montana, Nebraska, North Dakota, South Dakota, Wisconsin, Wyoming, Texas and Utah – and this list continues to grow to meet our client's needs.

**WHAT WE DO**

Simply stated - we create places full of life. The diversity of our work and expertise has become a hallmark of our firm, and it's a big reason why our clients engage us again and again to help establish their next creative vision for the future. We offer a wide array of design and planning capabilities, handling everything from stakeholder and community engagement activities, to crafting urban design and community planning solutions, to representing our clients during construction implementation. With over twenty years of award-winning experience and hundreds of completed projects, Confluence has shaped the practice of landscape architecture, planning and urban design across the Midwest, and we love what we do. What can we do for you?

**HOW WE WORK**

Our creative process is focused on collaboration and insightful interaction with our clients, consultants and the community in which we work. We begin by gaining an insightful and objective understanding of each project, including how it fits into the surrounding context. This includes analyzing existing conditions, identifying challenges and defining the specific issues that need to be resolved. From vision to completion, our team excels in collaborating to shape and achieve your "what's next" – while also planning ahead on your long-term strategy. The diversity of our practice and professional experience provides a solid framework upon which to build successful strategies for achieving our client's goals.



**Brian Reinarts, ASLA**  
Associate Principal



**MBN ENGINEERING**

503 7TH STREET NORTH, SUITE 200  
 FARGO, NORTH DAKOTA  
 701.478.6336



**MBN Engineering, Inc.**, an S Corporation, was established in 2007 to provide engineering services to the upper Midwest. The firm provides civil, electrical, mechanical, and transmission engineering services.

With over 100 years of combined experience, our principles lead a team of innovative design professionals. We are committed to providing engineering services that are tailored to each of our clients' needs. Our primary goal is to ensure a successful outcome on every project that we are involved with.

## CIVIL NARRATIVE

### Overview

The project will consist of multiple mixed-use type buildings tied together utilizing urban landscaping that is prevalent in the surrounding downtown corridor. Pedestrian connectivity will have a heavy influence on site design as well as maximizing parking opportunities on-site due to the lack of surrounding on street parking. All pedestrian paths will follow ADA guidelines.

### Elevations

Finish floor elevations will be set in accordance with the City of Fargo requirements for both the FEMA Floodplain and the 41-foot inundation elevation, whichever is greater. The adjacent lot to the west has a fairly significant elevation drop towards the south and west. This may trigger the need for small, stepped, retaining walls so as to not negatively impact the neighboring property.

### Storm Sewer

MBN Engineering will work with City of Fargo officials to determine the most adequate methodology to provide storm water retention & treatment. MBN has been involved with a majority of the larger projects in the downtown area and is familiar with stormwater requirements within DMU zoning. These projects typically evaluated the pre-development conditions versus post-development conditions to determine the allowable release rates to be discharged to the municipal sewer. Water quality requirements will be met with a hydrodynamic separator or similar.



**Mike Berger, P.E., LEED  
 AP BD+C**  
 Electrical Project Manager



**Tony Sager, PE**  
 Civil Project Engineer



4180 24TH AVE S.  
FARGO NORTH DAKOTA  
701.280.0949



**Heyer Engineering, Inc.**, a full-service structural engineering firm established in 1983, has completed over 15,000 projects in more than 40 states and internationally with total project costs of \$5 billion plus.

With a culture of mutual respect, trust, excellence in service, creative thinking, collaboration, and dedication to quality, individually and as a group, we work diligently on behalf of our clients and the communities we serve.

To make our client's dream a reality, our firm provides unique expertise in structural design, engineering, and 3D modeling.

We are experts in steel, wood, concrete, prestressed and precast concrete, masonry, light gauge steel framing, and aluminum construction.

### MIXED-USE PROJECT LIST

- Boulevard 3 by EPIC (2022) - West Fargo, ND
- The Arch by EPIC (2022) - Fargo, ND
- ENVY at The Lights (2022) - West Fargo, ND
- Gateway by EPIC (2021) - Fargo, ND
- Mercantile (2020) - Fargo, ND
- ECHO at The Lights (2020) - West Fargo, ND
- UJ Place (2020) - Jamestown, ND
- Pioneer Place (2018) - West Fargo, ND
- Downtown Shakopee Apartments (2019) - Shakopee, MN
- EPIC at The Lights (2018) - West Fargo, ND
- Area 57 (2018) - Bismarck, ND
- Pioneer Place (Phase I) (2017) - West Fargo, ND
- Ain Dah Yung Center (2017) - St. Paul, MN
- Alexandre Marie Apartments (2013) - Fargo, ND
- WSC Housing (2012) - Williston, ND
- Civic Auditorium Redevelopment (2010) - Grand Forks, ND
- Cityscapes Plaza (2008) - Fargo, ND
- Jackson Place Development (2005) - Elk River, MN
- Bluff Block (2005) - Elk River, MN
- University Place (2005) - University of North Dakota Campus
- Woodhaven Plaza (2004) - Fargo, ND
- Stone West Village (2004) - Moorhead, MN & Fargo, ND



**Jason Skiple, PE**  
Principal/Senior Structural  
Engineer



**Nicole Crist, PE**  
Project Structural  
Engineer





# GATEWAY BY EPIC

310 MAIN AVE, FARGO, ND 58103

**OPENED OCTOBER 2021**

**Gateway by EPIC** consists of commercial space and 53 apartments including, studio, one, two, and multi-level units. Surrounded by patrons, this prominent location is sure to benefit any type of business whether retail, office, customer service, and more. Gateway overlooks the Red River and offers all residents a lively downtown lifestyle.



**5 Stories • 53 Residential Units  
13,000+ SF of Commercial Space • Home to The Fryn' Pan Restaurant**



## PROJECT DETAILS

<b>Project Cost</b>	\$13,300,000
<b>Development Type</b>	Mixed-Use
<b>Project Status</b>	Completed 2021
<b>Funding Source</b>	Private Equity, Traditional Financing, Ren. Zone
<b>Project Timeline</b>	14 Months





# THE ARCH BY EPIC

300 MAIN AVE, FARGO, ND 58103

## UNDER CONSTRUCTION

**The Arch by EPIC**, phase II of the downtown Gateway development, is a 7-story building featuring commercial space, condos, and apartments. The Arch began construction in summer 2021. This building will be a focal point of the downtown experience by adding additional living to the area. The Arch will have 15 single story apartment units, 15, 2-story apartment units, 34 condos, and 12,600+ SF of commercial space. These residential units will have upscale features and underground parking.

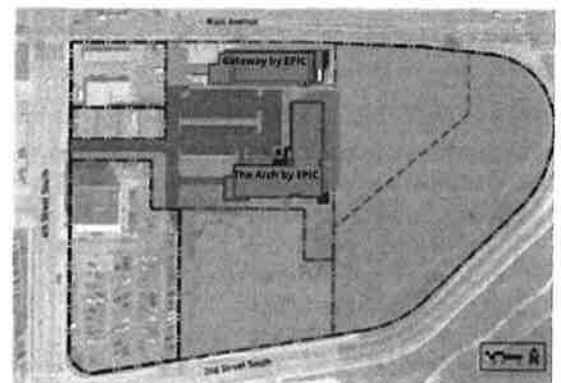


**7 Stories • 3 Floors of Condos • 2 Floors of Apartments  
12,600+ SF of Commercial Space**



### PROJECT DETAILS

<b>Project Cost</b>	\$31,000,000
<b>Development Type</b>	Mixed-Use
<b>Project Status</b>	Complete 2023
<b>Funding Source</b>	Private Equity, Traditional Financing, Renaissance Zone
<b>Project Timeline</b>	18+ Months

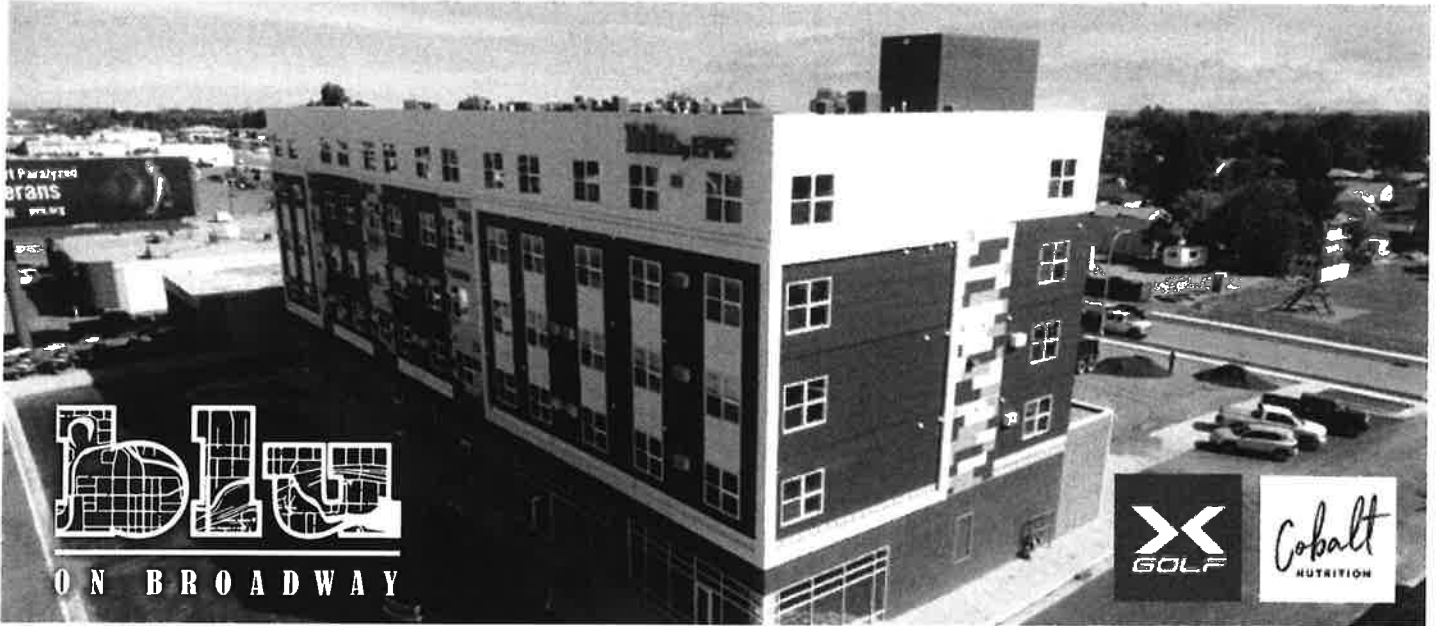


# BLU ON BROADWAY

1629 SOUTH BROADWAY, MINOT, ND 58702

**OPENED OCTOBER 2021**

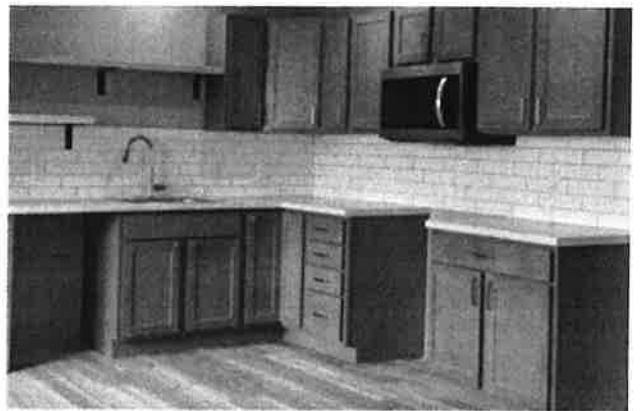
**Blu on Broadway** is a mixed-use, affordable housing development in Minot, ND. This 5-story building includes 9,000+ SF of 1st floor commercial space and four levels of multi-family affordable housing rental units (42 total). One and two bedroom units range in price from \$600-925. Other features include 2-story units, underground parking, outdoor recreation space, a community video board, and more. As the former home of Northern Bottling Company, this location is a substantial landmark along Broadway in Minot.



**5 Stories • 42 Apartment Units • 9,000 SF of Commercial Space  
Home to X-Golf and Cobalt Nutrition**

## PROJECT DETAILS

<b>Project Cost</b>	\$12,000,000
<b>Development Type</b>	Mixed-Use, Affordable Housing
<b>Project Status</b>	Completed 2021
<b>Funding Source</b>	Private Equity, HUD, NDR,
<b>Project Timeline</b>	16 Months



Partially funded by HUD and CDBG-NDR grant. Guaranteed affordable housing for a 20-year period thanks to the NDR program with the City of Minot. We do business in accordance with the Federal Fair Housing Law.

## THE LIGHTS

3150 SHEYENNE STREET, WEST FARGO, ND 58078

**The Lights** is a large development including four mixed-use commercial and residential buildings surrounding an entertainment plaza. A parking garage is on-site to accommodate tenants and traffic. Four distinct buildings will provide more than 120,000 + square feet of premium space for businesses, events, and living. The Essentia Health Plaza at The Lights is home to monthly events including yoga, acoustic concerts, and ice skating - all hosted on a transformable plaza. Combined, the four buildings will host 20+ commercial units and 100+ private residential units, which are currently leased.



**3 Buildings • 5 Stories • 100+ Apartments and Condos  
120,000+ SF of Commercial Space • Home to Essentia Health Plaza**



### PROJECT DETAILS

<b>Project Cost</b>	\$60,000,000
<b>Development Type</b>	Mixed-Use/Entertainment District
<b>Project Status</b>	Phase I & II Completed 2020 Phase III 2023
<b>Funding Source</b>	Private Equity, TIF, Traditional Financing
<b>Project Timeline</b>	In Progress







# VANNÉ

1530 1ST AVENUE N, MOORHEAD, MN 56560

**Vanné** is a mixed-use building on 1st Avenue in Moorhead, Minnesota. It is a combination of residential and commercial, creating a community within a community. Located next to Moorhead's own Junkyard Brewing, Sol Ave. Kitchen, and more! This active space is right out your front door. The Community of Moorhead is currently working on a downtown study that will create a downtown location to enhance the lives of its residents.



**5 Stories • 33 Residential Units • 9,300 SF of Commercial Space**



## PROJECT DETAILS

<b>Project Cost</b>	\$14,000,000
<b>Development Type</b>	Mixed-Use
<b>Project Status</b>	Completed 2021
<b>Funding Source</b>	Private Equity, City Incentives, Traditional Financing
<b>Project Timeline</b>	12 Months



## AREA 57

202, 208, 220, & 226 E GREENFIELD LANE, BISMARCK, ND 58503

**Area 57** is a master-planned, mixed-use development in Bismarck, ND. It's one of the most unique developments in all of central North Dakota. Its sister locations are The Lights, located at 32nd Avenue and Sheyenne Street in West Fargo, ND and The Beacon by EPIC in Grand Forks, ND.

Phase I of Area 57 includes two buildings with both commercial and residential units. Phase II began construction in the spring of 2021, creating an additional two buildings that will be complete in fall 2022. All the buildings have an attractive and modern design, located next to Bismarck Surgical Associates and The Light of Christ High School.



**4 Buildings • 4 Stories • 100+ Residential Units  
42,000+ SF of Commercial Space**



### PROJECT DETAILS

<b>Project Cost</b>	\$38,000,000
<b>Development Type</b>	Mixed-Use
<b>Project Status</b>	Phase I Completed 2020 Phase II Under Construction
<b>Funding Source</b>	Private Equity, Traditional Financing
<b>Project Timeline</b>	In Progress



# 06

## THE YARDS ON SHEYENNE DOWNTOWN WEST FARGO

SHEYENNE STREET, WEST FARGO, ND 58078

**Sheyenne Plaza, Pioneer Place and The Firm** are all mixed-use commercial and residential buildings in the heart of downtown West Fargo. Built with a modern, crisp design, adding toward the completion of the downtown West Fargo streetscape. All three properties include community spaces for residents, fitness rooms, patios and underground parking.



### SHEYENNE PLAZA

444 Sheyenne Street, West Fargo, ND 58078

#### PROJECT DETAILS

<b>Project Cost</b>	\$11,600,000
<b>Dev. Type</b>	Mixed-Use
<b>Project Status</b>	Completed 2017
<b>Funding Source</b>	Private Equity, Trad. Financing, PPR
<b>Project Timeline</b>	14 Months

**5 Stories**  
**22 Residential Units**  
**45,000 SF Commercial Space**



### PIONEER PLACE

300 Sheyenne Street, West Fargo, ND 58078

#### PROJECT DETAILS

<b>Project Cost</b>	\$13,000,000
<b>Dev. Type</b>	Mixed-Use
<b>Project Status</b>	Completed 2019
<b>Funding Source</b>	Private Equity, Trad. Financing, PPR
<b>Project Timeline</b>	14 Months

**5 Stories**  
**51 Residential Units**  
**13,000 SF Commercial Space**



### THE FIRM

344 Sheyenne Street, West Fargo, ND 58078

#### PROJECT DETAILS

<b>Project Cost</b>	\$8,000,000
<b>Dev. Type</b>	Mixed-Use
<b>Project Status</b>	Completed 2021
<b>Funding Source</b>	Private Equity, Trad. Financing, TIF
<b>Project Timeline</b>	11 Months

**3 Stories**  
**26 Residential Units**  
**9,706 SF Commercial Space**



**HOME TO THE POW/MIA PLAZA \$2 MILLION - CITY FUNDED**

07

# REQUESTED INCENTIVES

If awarded the opportunity to develop the property next to Gateway, EPIC Companies will explore all options possible to make this a walkable, mixed-use center. We will take into consideration incentives such as the current Renaissance Zone and Opportunity Zone in place for this location. Our goal would be to develop a property that caters to downtown Fargo and its surrounding counterparts.

## OPPORTUNITY ZONE/RENAISSANCE ZONE



5-YEAR  
RENAISSANCE ZONE



TRADITIONAL  
FINANCING



PRIVATE  
INVESTORS





# CONSTRUCTION TIMELINE



The Construction Process would begin Summer of 2022 with construction limits and security fencing being established and installed. From that point, based on the proposed building design, deep foundation and excavation work would commence followed by concrete foundations. Once concrete foundations are ready, the precast concrete podium structure & circulation towers would be erected with concrete toppings poured.

The project would then transition into framing and dry in of the building. Once the building is dried in, rough-ins would commence with insulation, drywall, and finishes being completed on each floor respectively starting at the 7<sup>th</sup> floor, working down the building. Summer of 2023 would provide for the ability to install site utilities, paving, etc. with landscaping being complete late summer/early fall of 2023. Rough timeline would provide for a building opening end of year 2023.

Task	Duration	Start	Finish
<b>Proposed Start 6/1/22</b>	<b>395 days</b>	<b>06/01/22</b>	<b>12/01/23</b>
Deep Foundations & Excavation	4 weeks	06/01/22	06/26/22
Foundations	6 weeks	06/29/22	08/07/22
Podium & Toppings	6 weeks	06/10/22	09/18/22
Framing	20 weeks	07/21/22	02/05/23
Dry-In	4 weeks	02/08/23	03/02/23
Rough-In	14 weeks	03/05/23	06/10/23
Utilities/Paving/Sitework	6 weeks	07/01/23	08/12/23
Insulation & Drywall	2 weeks	07/03/23	07/21/23
Finishes	10 weeks	08/15/23	10/20/23
Building Turnover	4 weeks	10/23/23	11/18/23
Landscaping & Final Site Items	2 weeks	11/21/23	12/01/23





# PROPOSED PRICE



## OUR OFFER:

---

EPIC proposes to pay \$22/SF for 54,000 SF of land at 1 2nd Street S, Fargo, ND or in the amount of \$1,188,000.



# REFERENCES



11/01/2021

Re: EPIC Companies

Bank Forward has had the pleasure of working with EPIC Companies of numerous projects and I personally have worked them in the past on 5+ large scale commercial mixed use/development projects before moving over to Bank Forward. Each and every project we have financed has turned out exactly as it was presented up front upon initial development in terms of cost and completion dates. Their projects are designed to elevate the surrounding properties and provide value to the communities in which they are built. They truly care of the about communities they are apart of, which is sometimes not the norm. We are grateful to have the opportunities to work with Epic now and in the future.

Regards,

Marc Knutson

Market President – Fargo

Bank Forward

701.532.4081 (D)

[Marc.Knutson@BankForward.com](mailto:Marc.Knutson@BankForward.com)

3450 37th Ave S | Fargo, ND 58104 | 701.293.9540 | 701.293.3338 | [bankforward.com](http://bankforward.com)

*Think Forward. Grow Forward. Move Forward. It's Simply the Forward Way.*



## REFERENCES

11/10/2021

From: Matt Marshall

This letter is intended to confirm EPIC Companies' experience working on a variety of development and redevelopment projects. In my time as Economic Development Director for the City of West Fargo, EPIC Companies completed multiple projects working with the city, Bank of North Dakota, and private investors to bring projects together. Tax Increment Financing: EPIC Companies worked with the City of West Fargo, Cass County, and local schools to receive tax increment financing to complete public and private projects. State statute allows a city to use the incremental increase in taxes to help projects get completed that would not otherwise happen. EPIC Companies allowed the city to use the increments they were paying to build public infrastructure such as a parking ramp, plaza space, and other associated infrastructure. In other projects, EPIC and the city used tax increments to remove old buildings in order to prepare the underlying sites for development.

Bank of North Dakota: The Bank of North Dakota offers financing programs that buy down interest. EPIC Companies worked with the City of West Fargo and lead lenders to combine programs and take full advantage of interest buy down. EPIC Companies also worked with the Bank of North Dakota on new financing programs surrounding public infrastructure that was unique to their projects and not part of a standard program.

Public Private Partnership: EPIC is the sole developer in West Fargo's downtown. Because of the complexity involved in starting a major redevelopment, the city and EPIC Companies entered into a Public Private Partnership. Unique to the state of North Dakota, the agreement included a land lease, public amenities, and complex financing through a bank group formed by EPIC. Recently, EPIC worked with the city on approval for the fifth multistory building which will include a parking structure.

If I can provide any additional details on a particular project or answer any questions, please feel free to contact me at 701-630-4658.

Sincerely,



Matt Marshall

# REFERENCES



11/14/2021

To Whom It May Concern:

It is my pleasure to write to you about the City of West Fargo's experience with EPIC Companies in redevelopment and development efforts in the City of West Fargo.

Over the past 20 years, the City of West Fargo has more than doubled in population and land area. While much of the City's focus has been on booming residential and commercial development, a relationship with EPIC has allowed us to focus on amenities, community development and the intangible elements that makes a place special.

Our public-private partnership with EPIC delivered more than \$40 million in redevelopment to our downtown along Sheyenne Street. This revival includes five new mixed-use buildings, a civic plaza, branding and future street improvements to promote walkability and livability in the area. The total return on the City of West Fargo's investment will be close to \$5.3 million. Due to these efforts, the City of West Fargo was named a Main Street Community in 2018 and awarded North Dakota Governor Burgum's Main Street Excellence Award in 2019.

The partnership with EPIC has not only revitalized our downtown, but also led to strategic development on the south side. The Lights at Sheyenne 32 is an innovative live, work and play development that includes four mixed use buildings, a central plaza space for community events and West Fargo's first parking garage.

Sincerely,



Tina Fisk, City Administrator  
City of West Fargo

Email: [tina.fisk@westfargond.gov](mailto:tina.fisk@westfargond.gov)

Phone: 701-433-5300

800 Fourth Ave. E., Suite 1 West Fargo, ND 58078 | (701) 433-5300 | [westfargond.gov](http://westfargond.gov)

# REFERENCES



11/03/2021

This letter is written to confirm that the Epic Companies is in the midst of the construction of a mixed used partially HUD CDBG-NDR funded project in the City of Minot. The project is both privately and publicly funded to infuse new investment in an area of the City in need of it with this project to house both commercial uses as well as Low/Moderate Income rental apartment units.

The project and the company went through an extensive due diligence process as is required by HUD CDBG rules which resulted in an exciting model project for the use of HUD CDBG funds as leverage through the development agreement that was approved by the Minot City Council.

The City also has experience with Epic Companies through its work and support of a non-profit corporation, Essential Living, with which the City has entered both development and sub-recipient agreements for provision of Low/Moderate income rental units.

One project has been successfully completed and as a result of the success of that project, the City has provided funding for a second project which is currently underway.

The mixed use project with Epic Companies, known as Blu on Broadway, is on schedule, has met all required deliverables and private financing obligations, and construction is underway.

Sincerely,

  
John R. Zakian  
City of Minot  
Disaster Recovery Grant Program Manager &  
Chief Resilience Officer



# 07 REFERENCES



## FIRST WESTERN BANK & TRUST

You can bank on us

P.O. Box 1090 • Minot, ND 58702-1090 • 701-852-3711

11/05/2021

My name is Jersey Benson, Vice President and Business Banking Manager of First Western Bank & Trust headquartered in Minot, ND. This letter is intended to express my unbiased opinion of Epic Companies and reference the relationship we have established along with identifying the company's ability to provide affordable housing while meeting the compliance requirements.

Our relationship began in 2017 regarding a new affordable housing project located in Minot, ND. This particular project renovated an existing three-story building into a 41-unit complex designed to be occupied by low to moderate income citizens who may qualify pursuant to the Department of Housing and Urban Development and the North Dakota Housing Finance Agency. As of today, this project is fully stabilized providing the necessary affordable housing needed within the community.

Based on our review, Epic Companies have appropriately met the requirements and criteria to continue providing affordable housing. In fact, we currently have two more affordable housing projects that have been approved and we are proud to partner with Epic Companies. The team at Epic Companies has the ability to provide any requested material regarding compliance in a very detailed and timely manner. Therefore, Epic Companies is highly qualified to develop and sustain affordable housing projects.

Over the last three years the relationship between Epic Companies and First Western Bank & Trust has been exceptional. As a community financial institution, it is our mission to support impactful community projects and we feel Epic Companies management and expertise in affordable housing can continue to make impactful projects to communities across North Dakota. If you have any questions please don't hesitate to contact me.

Sincerely,

Jersey Benson  
FIRST WESTERN BANK & TRUST  
V.P. & Business Banking Manager

• MINOT • BISMARCK • EDEN PRAIRIE •  
[firstwestern.bank](http://firstwestern.bank)

# 07 REFERENCES

**COLDWELL  
BANKER**

**1ST MINOT  
REALTY, INC.**

219 S. MAIN STREET  
MINOT, ND 58701

(701) 852-0136  
cb@coldwell.com

Re: EPIC Companies

11/01/2021

To Whom It May Concern:

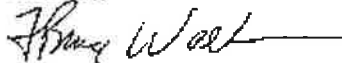
Nearly ten years ago, I had the opportunity to work with Minot State University Foundation and Todd Berning of EPIC Companies to build a mixed-use development called Beaver Ridge. This development was the first of its kind in Minot and was right across from the campus of Minot State University. Beaver Ridge provided housing for many MSU students and some highly desired new commercial space on the main floor of the building.

As a real estate developer myself I see the importance that mixed-use developments provide for a community. I believe in the process that EPIC Companies uses to deliver a project from start to finish. Recently, EPIC was awarded another mixed-use development with the City of Minot called Blu on Broadway which will be another benefit to the community.

These types of developments require high levels of coordination and planning in order to succeed. Everything from design, financing, city approvals, development agreements, and into the construction and management, EPIC knows how to deliver. I have first-hand experience working with EPIC on other projects that involved creative financing solutions, multiple governmental agencies funding, compliance and oversight. Throughout these projects we have worked hand in hand to build a relationship that continues to carry on over time. As a member of the National Association of Home Builders, and in the past serving on the National Board, I have had the opportunity to share experiences related to development with other Association members. Developers all across the country agree that deadlines and budgets are extremely important to the development process and this is something EPIC Companies excels at.

We have been pleased with the process of communicating and working with EPIC. I highly recommend EPIC Companies as a mixed use developer. Feel free to contact me with any questions.

Sincerely,



F. Bruce Walker, Owner/Broker

Coldwell Banker 1<sup>st</sup> Minot Realty and Management Inc.

UND graduate 1972

Each Office Is Independently Owned and Operated

# ENHANCING COMMUNITIES THROUGH INNOVATIVE DEVELOPMENT





26

MEMORANDUM

**TO:** Fargo City Commission

**FROM:** Jim Gilmour, Director of Strategic Planning and Research 

**DATE:** February 2, 2022

**SUBJECT:** NP Avenue Redevelopment

---

The new Economic Development Incentives Policy describes the process for public-private partnerships that include Tax Increment Financing Districts. A copy of that policy is attached.

The first review is with the Economic Development Incentives Committee, who then makes a recommendation to the City Commission. The City Commission decides if staff should proceed with the development of a Renewal Plan, financial adviser review, preparation of a Development Agreement and preparation of a financing plan for publicly funded activities.

I have been discussing a public-private development with Global Development. The City owns a parking lot on NP Avenue and Global Development owns an adjacent parking lot. The site is very suitable for mixed-use development with parking, housing and commercial space similar to the Roberts Commons and Mercantile projects. Kilbourne Group would also be a partner in this public-private partnership.

The proposed development would be a small hotel or event center on Broadway, commercial space at ground level on NP Avenue, a parking garage with 500-600 parking spaces and upper floors with 150-200 apartments. The Economic Development Incentives Committee reviewed the concept and recommends City staff work on a Renewal Plan for this project. This work will need to include City financial adviser review, drafting a Development Agreement and development of options to finance public parking and public infrastructure.

**Recommended Motion:**

Proceed with the development of a Renewal Plan, Development Agreement, City financial adviser review and a financing plan for redevelopment of parking lots on NP Avenue.



## Public Private Partnerships (P3) Policy

Public Private Partnerships (P3) may include the creation of a Tax Increment Financing District. The P3 developments incentivize private development by funding public infrastructure and/or financially assisting a developer. Absent this public infrastructure and/or developer assistance, the private development would not otherwise occur.

There is no “standard” type of public private partnership. Each P3 will be unique. There will be unique area and site conditions, unique needs for public infrastructure, and unique private developments.

### **PROCESS:**

The process for public private partnerships will begin with discussions between city officials, private landowners, and development groups. Typically, there will be a difficult to develop site, and a need for public infrastructure and/or developer assistance to make development financially feasible and physically possible.

The Economic Development Incentives Committee will do the first review of the P3 concept. The Committee will make a recommendation to the City Commission either to proceed with the development of a Renewal Plan, or to recommend that the City not participate in the P3 concept. The P3 concept review will examine whether the development is consistent with city plans, if it provides a community benefit and if the public assistance is essential to *any* private development.

### **RENEWAL PLAN DEVELOPMENT**

City staff will develop the Renewal Plan. The Planning, Administration, Engineering and Finance Departments will all participate in the preparation process. Legal counsel will review the plan and write development agreements. Financial advisors will review financial assumptions and recommend the reasonability of assistance to private developers and the financing plan for public facilities.

### **RENEWAL PLAN IMPLEMENTATION:**

The City will implement activities included in the Renewal Plan. This will include:

- Overseeing the installation of public infrastructure;
- Monitor developer compliance with terms of agreements;
- Collection and distribution of tax increment funds and/or other public funds;
- Monitoring and reporting on the results of the plan implementation.



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

<h1>NP Parking Lot</h1>	
1:1,128	1/28/2022 12:53 PM
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



© City of Fargo, 2022



City of Fargo, ND

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

# NP Redevelopment

1:2,257

10/15/2021 11:05 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





28

## Fargo Police Department

# Memo

**To:** Chief David Zibolski

**From:** Lt Jared Crane

**Date:** January 12, 2022

**RE:** Update on Hate Crime Investigations for 4<sup>th</sup> Quarter of 2021

---

The following is a summary of bias and hate crime investigations that have taken place for the 4th quarter of 2021. Along with the quarterly summary, a year end summary is included for 2021.

During the fourth quarter of 2021, there have been three incidents reported in which a bias motivation was initially listed under one of the three City of Fargo Hate Crime Ordinances - simple assault, criminal mischief, or harassment. Two incidents had the bias motivation removed from the case after further review. One was a harassment case which had lack of evidence as well as not meeting the elements of the offense required. One case involved an alleged assault in which there was no evidence to support the suspect had a bias motivation. The remaining case involved the victim being punched several times after the suspect repeatedly used anti-homosexual slurs towards him. This case was charged out in Municipal Court for Simple Assault – Hate Crime and is pending trial.

We have been reviewing all cases submitted with a bias designation indicated by the responding officer. For background, the Federal Bureau of Investigation has established guidelines for the collection of hate crime data as part of their Uniform Crime Reporting program. Offenses that are motivated, in whole or in part, by the offender's bias against a race, religion, disability, sexual orientation, ethnicity, gender or gender identity are reported to the FBI if the police investigation reveals objective facts that would lead a "reasonable and prudent person" to conclude that the offender's actions were motivated by bias. FBI guidelines also recommend a secondary review of these cases to ensure that the facts of the case support a hate crime designation. I have completed the secondary reviews as cases have been reported to us.

Over the course of 2021, Fargo Police Officers have taken 23 reports where the initial responding officer indicated a possible bias by the offender. Of these 23 reports, seven had facts that supported the original designation after the secondary review. The following is a summary of these seven cases:

**21-94009:** On November 27, an alleged assault occurred between two neighbors. The victim claimed his neighbor/suspect knocked on his door and yelled at the victim for being too loud. The suspect then allegedly punched the victim in the face and stated, "Go back to Iraq." The responding officer reported there were no injuries present and was told the punch did not cause any pain. The suspect denied punching the victim. This case has been closed with no prosecution.

**21-83103:** On October 14, the mother of the juvenile victim reported her daughter and several cousins (kids are African-American) were harassed and one child was pushed into a mud puddle by the suspect. The suspect allegedly used a racial slur towards the children as well. The suspect is developmentally disabled and is currently being treated in the psychiatric ward of Essentia Hospital. The suspect is scheduled to be transported to the State Hospital for psychiatric care in Jamestown, ND. Once his treatment is complete at the State Hospital, the suspect will return to Fargo and be placed in a residential home where he will receive around-the-clock care. This case has been closed with no prosecution.

**21-87159:** On October 29, officers were sent to Cactus Jacks for a fight. It was determined that suspect [REDACTED] assaulted a male victim by punching him several times. The victim said that [REDACTED] was calling him anti-homosexual slurs prior to the assault. The victim is in fact homosexual and felt [REDACTED] began targeting him due to his facial piercings along with [REDACTED] stating the derogatory comments were offensive. [REDACTED] was arrested on scene for resisting officers. A long form complaint was filed with Fargo Municipal Court for Simple Assault – Hate Crime and that charge was carried out by the City Prosecutor (trial pending).

**21-76873:** On September 21, a suspect allegedly assaulted a juvenile Black female by slapping her, pulling her hair and lifting her off the ground by her neck, causing her airway to be restricted and other injuries. The victim and victim's sister both stated that the suspect used racial slurs towards them during the incident. The suspect was arrested for Aggravated Assault on the victim. FBI is reviewing this case for potential prosecution under federal hate crime statutes.

**21-63689:** On August 4, an officer took a report from a Black female about an incident that occurred at a local truck stop. The victim said that a male yelled racial slurs at her and made disparaging remarks about the Black Lives Matter movement. The suspect told the victim, "You're going to die", and made an obscene gesture towards her before driving away. A store employee said the same male came into the store and yelled racially offensive remarks towards

the staff. Officers reviewed the security video, but the male could not be identified, and no license plate was provided. The case was placed inactive until further information becomes available.

**21-57545:** On July 13, officers witnessed a disturbance at 4<sup>th</sup> Ave N and Broadway. One of the officers saw the suspect pull a knife and walk aggressively towards the victim. The suspect was Black and the victim was Native American. During the interview with the suspect, he admitted he became angry towards the victim because the victim was panhandling and the suspect "hates Indians." The suspect was arrested for felony terrorizing and prosecuted. The FBI declined to adopt this case for any federal hate crime violations.

**21-31741:** On April 17, a female suspect allegedly spray painted a statue at St. Mary's church in downtown Fargo. The suspect was identified, and the case was referred for prosecution. Even though we didn't find a definitive bias during our investigation, the case potentially fit federal hate crime statutes because it involved damage to religious property. The case was reviewed by the FBI to see if it fits federal guidelines. Ultimately, the case was charged in Fargo Municipal Court. FBI is reviewing this case for potential prosecution under federal hate crime statutes.

RECEIVED  
FARGO POLICE DEPARTMENT  
JAN 31 2022  
GEORGE VINSON  
CAPTAIN  
REF: AC

RECEIVED  
FARGO POLICE DEPARTMENT  
JAN 31 2022  
TRAVIS STEFONOWICZ  
ASSISTANT CHIEF OF POLICE  
REF: Chief Cibolski  
FYSR

RECEIVED  
FARGO POLICE DEPARTMENT  
JAN 31 2022  
DAVID B ZIBOLSKI  
CHIEF OF POLICE  
REF: FIVE - HATE CRIMES



29a

January 28, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1340 5 Ave S as submitted by Hannah and Anthony Charbonneau. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 3 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$75 with the City of Fargo's share being \$15.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Splonskowski".

Mike Splonskowski  
City Assessor

nlb  
attachment

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

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

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

#### Property Identification

1. Legal description of the property for which exemption is claimed N 135' OF LT C, BLK 40  
EDDY & FULLERS AUDITORS OUTLOTS

2. Address of Property 1340 5 AVE S

3. Parcel Number 01-0700-02590-000

4. Name of Property Owner Hannah & Anthony Charbonneau Phone No. 701-371-8288

5. Mailing Address of Property Owner SAME

#### Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). ADD 3/4 BATH TO BASEMENT

7. Building permit No. 2110-0623 8. Year built (residential property) 1920

9. Date of commencement of making the improvements 10/19/2021

10. Estimated market value of property before the improvements \$ 181,700.00

11. Cost of making the improvement (all labor, material and overhead) \$ 10,000.00

12. Estimated market value of property after the improvements \$ 187,400.00

#### Applicant's Certification And Signature

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

Applicant *Anthony Charbonneau* Date 1-21-22

#### Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization *Stephanie* Date 1-31-2022

#### Action Of Governing Body

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

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for years 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_.

Chairperson \_\_\_\_\_ Date \_\_\_\_\_



CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

2916

January 20, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1405 25 Ave S Unit A 102 as submitted by Gregg Horner. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 3 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$40 with the City of Fargo's share being \$10.

Sincerely,



Mike Splonskowski  
City Assessor

nlb  
attachment

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

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

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

### Property Identification

1. Legal description of the property for which exemption is claimed E 220.18 FT OF S 354.85 FT OF 1  
DELMARC SQUARE CONDO, UNIT A-102 Oak Manor 2nd

2. Address of Property 1405 25 AVE S UNIT A102

3. Parcel Number 01-2211-00012-020

4. Name of Property Owner GREGG HORNER ETAL Phone No. 701.840.0456

5. Mailing Address of Property Owner SAME

### Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). REPLACED WINDOWS

7. Building permit No. 20010005 8. Year built (residential property) 1977

9. Date of commencement of making the improvements 09/02/2021

10. Estimated market value of property before the improvements \$ 68,300.00

11. Cost of making the improvement (all labor, material and overhead) \$ 3,100.00

12. Estimated market value of property after the improvements \$ 71,400.00

### Applicant's Certification And Signature

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

Applicant *Gregg Horner* Date 1-14-21

### Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization *Mike J. Lule* Date 1-31-2022

### Action Of Governing Body

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

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for years 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_.

Chairperson \_\_\_\_\_ Date \_\_\_\_\_



290

January 26, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 431 Harwood Dr. S as submitted by Kevin and Ann Klein. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 3 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$9,550 with the City of Fargo's share being \$1,625.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Splonskowski".

Mike Splonskowski  
City Assessor

nlb  
attachment

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

North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Kevin & Ann Klein Phone No. 612.418.4987

2. Address of Property 431 Harwood Dr S

City FARGO State ND Zip Code 58104

3. Legal description of the property for which the exemption is being claimed. Lt 2 Pt of Lt 3,  
Blk 1 Hackberry Pt of Harwood Groves

4. Parcel Number 01-1079-00023-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner SAME

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Interior/exterior remodel. Addition to single family dwelling

7. Building Permit No. 20050631, 20080308 8. Year Built 1996

9. Date of Commencement of making the improvement \_\_\_\_\_

10. Estimated market value of property before improvement \$ 327,800

11. Cost of making the improvement (all labor, material and overhead) \$ 1,700,000

12. Estimated market value of property after improvement \$ 1,054,400

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Kevin Klein Date 1/25/22

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s):

Assessor's Signature [Signature] Date 1-31-2022

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

**Submit Via Email**



299d

January 31, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2408 Lilac Ln N as submitted by Kathryn Strand. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 3 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$370 with the City of Fargo's share being \$65.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Splonskowski".

Mike Splonskowski  
City Assessor

nlb  
attachment

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

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

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

### Property Identification

1. Legal description of the property for which exemption is claimed Lt 18 Blk 11, Woodcrest 2nd

2. Address of Property 2408 Lilac Ln N

3. Parcel Number 01-4050-00810-000

4. Name of Property Owner Kathryn Strand Phone No. 701-220-5046

5. Mailing Address of Property Owner Same

### Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Full kitchen remodel, opened to living room, 2 baths on main level remodeled

7. Building permit No. 2009-0535 8. Year built (residential property) 1969

9. Date of commencement of making the improvements 09/18/2020

10. Estimated market value of property before the improvements \$ 340,600.00

11. Cost of making the improvement (all labor, material and overhead) \$ 25,000.00

12. Estimated market value of property after the improvements \$ 368,600.00

### Applicant's Certification And Signature

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

Applicant Kathryn Strand Date 1-28-2022

### Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization [Signature] Date 2-2-2022

### Action Of Governing Body

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

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for years 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_.

Chairperson \_\_\_\_\_ Date \_\_\_\_\_



29e

February 1, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1336 3 Ave N as submitted by Quill Lakes LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$930 with the City of Fargo's share being \$160.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski  
City Assessor

nlb  
attachment

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

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

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

### Property Identification

1. Legal description of the property for which exemption is claimed LT 9, BLK 13, REEVES

2. Address of Property 1336 3 AVE N

3. Parcel Number 01-2340-01740-000

4. Name of Property Owner QUILL LAKES LLC Phone No. 701-936-5586

5. Mailing Address of Property Owner 1019 50 AVE W WEST FARGO ND 58078

### Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). REPLACED DAMAGED PLASTER W/SHEET ROCK & CONVERT BACK TO SINGLE FAMILY DWELLING

7. Building permit No. 2102-0395 8. Year built (residential property) 1914

9. Date of commencement of making the improvements 03/26/2021

10. Estimated market value of property before the improvements \$ 114,900.00

11. Cost of making the improvement (all labor, material and overhead) \$ 18,000.00

12. Estimated market value of property after the improvements \$ 185,700

### Applicant's Certification And Signature

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

Applicant [Signature] Date 1-14-22

### Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization [Signature] Date 2-2-2022

### Action Of Governing Body

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

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for years 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_.

Chairperson \_\_\_\_\_ Date \_\_\_\_\_



CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

29f

January 19, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 315 University Dr. S as submitted by Luis Del Rio Navarro and Kari Steen Del Rio. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$60 with the City of Fargo's share being \$10.

Sincerely,



Mike Spionkowski  
City Assessor

nlb  
attachment

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

North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Luis Navarro & Kari Rio Phone No. 701-429-4158

2. Address of Property 315 University Dr S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt E Blk 32  
Eddy & Fullers Auditors Outlots

4. Parcel Number 01-0700-01960-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner same as property address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New basement windows, 3 windows on main floor. New exterior doors. New electrical panel, Tankless Water Heater,

7. Building Permit No. D000011 8. Year Built 1910

9. Date of Commencement of making the improvement 10/16/20

10. Estimated market value of property before improvement \$ \_\_\_\_\_

11. Cost of making the improvement (all labor, material and overhead) \$ 37,900

12. Estimated market value of property after improvement \$ \_\_\_\_\_

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature *Luis Navarro* Date \_\_\_\_\_

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s): \_\_\_\_\_

Assessor's Signature *Mike S. ...* Date 1-20-2022

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

**Submit Via Email**



2018

January 7, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 517 1 St N as submitted Joshua Boschee. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$375 with the City of Fargo's share being \$65.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Splonskowski".

Mike Splonskowski  
City Assessor

nlb  
attachment

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

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

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

### Property Identification

1. Legal description of the property for which exemption is claimed Lt 9, Blk 29 Keeney & Devitts 2nd

2. Address of Property 517 1 St N

3. Parcel Number 01-1540-01970-000

4. Name of Property Owner Joshua A Boschee Phone No. 701-367-3513

5. Mailing Address of Property Owner Same

### Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Kitchen remodel, move door opening, bath remodel, replace window & sheetrock in living room ceiling

7. Building permit No. 2105-0004 8. Year built (residential property) 1914

9. Date of commencement of making the improvements 05/04/2021


10. Estimated market value of property before the improvements \$ 140,800.00

11. Cost of making the improvement (all labor, material and overhead) \$ 36,000.00

12. Estimated market value of property after the improvements \$ \_\_\_\_\_


### Applicant's Certification And Signature

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

Applicant  Date 12-18-2021

### Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization  Date 1-20-2022

### Action Of Governing Body

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

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for years 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_.

Chairperson \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

29th

January 7, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1910 16 St S as submitted Jeffrey Muhle. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$115 with the City of Fargo's share being \$20.

Sincerely,



Mike Splonskowski  
City Assessor

nlb  
attachment

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

North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner JEFFREY W. MUIHE Phone No. 701-429-0093

2. Address of Property 1910 16th ST. S.  
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_

4. Parcel Number 01-0163-02850-006 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1910 16th ST. S.  
 City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). I CONTRACTED THORSTENSON'S TO RIP OFF & REPLACE ALL ROOF SHINGLES

7. Building Permit No. \_\_\_\_\_ 8. Year Built 1958

9. Date of Commencement of making the improvement \_\_\_\_\_

10. Estimated market value of property before improvement \$ 225,000.00

11. Cost of making the improvement (all labor, material and overhead) \$ 8,810.00

12. Estimated market value of property after improvement \$ 230,000.00

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
 Applicant's Signature Jeffrey W. Muhe Date 1/3/22

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s):  
 Assessor's Signature Mitch Stouhlski Date 1-20-2022

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved   
 Approval subject to the following conditions: \_\_\_\_\_  
 Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

**Submit Via Email**



291

January 18, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 93 18 Ave N as submitted Benjamin and Anna Bergstrom. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$195 with the City of Fargo's share being \$35.

Sincerely,

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

Mike Splonskowski  
City Assessor

nlb  
attachment

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

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

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

### Property Identification

1. Legal description of the property for which exemption is claimed LT 6, REPLAT OF 4 THRU 19, BLK 3  
MCDERMOTTS

2. Address of Property 93 18 AVE N

3. Parcel Number 01-1890-00350-000

4. Name of Property Owner BENJAMIN & ANNA BERGSTROM Phone No. 701/351-4554

5. Mailing Address of Property Owner SAME

### Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). NEW BATH IN BASEMENT, FIN 2ND FL BATH THAT WAS ROUGHED IN

7. Building permit No. 2012-0157 8. Year built (residential property) 1952

9. Date of commencement of making the improvements 01/12/2021

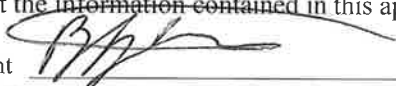
10. Estimated market value of property before the improvements \$ 231,200.00

11. Cost of making the improvement (all labor, material and overhead) \$ 30,000.00

12. Estimated market value of property after the improvements \$ 246,100.00

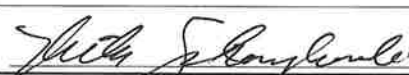
### Applicant's Certification And Signature

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

Applicant  Date 1/18/22

### Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization  Date 1-20-2022

### Action Of Governing Body

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

Approval is subject to the following conditions: \_\_\_\_\_

Exemption is allowed for years 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_, 20 \_\_.

Chairperson \_\_\_\_\_ Date \_\_\_\_\_



CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

29j

February 1, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1409 19 St S as submitted by Richard and Janice Hanson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$520 with the City of Fargo's share being \$90.

Sincerely,



Mike Splonskowski  
City Assessor

nlb  
attachment

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

12/29

North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Richard & Janice Hanson Phone No. 701/306-1134

2. Address of Property 1409 19th St. S.  
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 3 Block 4 Sally Hilleboe

4. Parcel Number 01-1240-00860-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Kitchen Remodel

7. Building Permit No. 21050822 8. Year Built 1959

9. Date of Commencement of making the improvement 5/27/21

10. Estimated market value of property before improvement \$ 207,200

11. Cost of making the improvement (all labor, material and overhead) \$ 70,000

12. Estimated market value of property after improvement \$ 244,400

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

X Applicant's Signature JandHanson Date 12/29/21

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s):

Assessor's Signature Nicko J. ... Date 2-2-2022

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

29K

February 1, 2022

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1618 5 St N as submitted by Krista and Mark Holter. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$535 with the City of Fargo's share being \$90.

Sincerely,



Mike Splonskowski  
City Assessor

nlb  
attachment

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

North Dakota Century Code ch. 57-02.2  
(File with the local city or township assessor)

1/14

**Property Identification**

1. Name of Property Owner Krista + Mark Holder Phone No. 701-541-6338

2. Address of Property 1618 5<sup>th</sup> St. N.  
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lot 68 + S 25 FT of 69

4. Parcel Number 01-2160-00380-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish Family + Flex Room in Lower Level

7. Building Permit No. 21110682 8. Year Built 1949

9. Date of Commencement of making the improvement 12/13/21

10. Estimated market value of property before improvement \$ 153,400

11. Cost of making the improvement (all labor, material and overhead) \$ 65,000

12. Estimated market value of property after improvement \$ 194,200

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
 Applicant's Signature [Signature] Date 1-14-22

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s):  
 Assessor's Signature [Signature] Date 2-2-2022

**Action of Governing Body**

15. Action taken on this application by local governing board of the county or city: Denied  Approved   
 Approval subject to the following conditions: \_\_\_\_\_  
 \_\_\_\_\_  
 Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

**Submit Via Email**