

FARGO CITY COMMISSION AGENDA
Monday, February 25, 2019 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 11, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the following Ordinances: 1st reading, 2/11/19:
 - a. Amending Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages.
 - b. Rezoning Certain Parcels of Land Lying in Bolley's Subdivision of Part of Block 9, Chapin's Addition and College Addition.
 - c. Rezoning Certain Parcels of Land Lying in NSC Addition.
 - d. Establishing a Planned Unit Development Overlay on St. Paul's Newman Center Addition.
- 2. Applications for property tax exemptions for improvements made to buildings:
 - a. Rex R. and Theresa M. Carlson, 4627 Rose Creek Parkway South (3 year).
 - b. Charles and Elizabeth A. Stevens, 3913 17th Street South (3 year).
 - c. Robert A. Reames, 1820 26th Avenue South (3 year).
 - d. Russell E. and Janis F. Anderson, 2727 18th Street South (3 year).
 - e. Paul D. and Krista R. Mund, 2802 38 1/2 Avenue South (3 year).
 - f. David K. and Renae C. Anderson, 224 Prairiewood Drive South (5 year).
 - g. Engerhouse Buyers LLC, 1018 16th Avenue South (5 year).
 - h. Wayne W. and Gerilynn Carlson, 1616 9th Street South (5 year).
 - i. Jayson F. and Jessica L. Clairmont, 188 Prairiewood Drive South (5 year).
 - j. Kathryn Emalene Strand, 2408 Lilac Lane North (5 year).
 - k. Jerald A. and Tamara L. Rostad, 2534 East Country Club Drive South (5 year).
- 3. Extension of the Class "A" Alcoholic Beverage License until August 31, 2019 for the Firebox.
- 4. Applications for Games of Chance:
 - a. St. Mary's Cathedral for a raffle on 5/5/19.
 - b. NDSU Lions Club for a raffle on 4/17/19.
 - c. Lana Eichhorn Benefit for a raffle on 3/2/19; Public Spirited Resolution.
 - d. North Central Turfgrass Association for a raffle on 2/27/19.
 - e. Davies Young Guns for a raffle on 5/19/19.
 - f. USA Wrestling of North Dakota for a raffle on 7/18/19.
 - g. Team Tamara for a raffle on 3/23/19; Public Spirited Resolution.
 - h. Knights of Columbus #6570 for a calendar raffle from 5/1/19 to 5/31/19.

5. Purchase Agreement with Lonna Askland Rinke for property located at 1213 El Cano Drive South.
6. Issuance of an RFP for consultant services to assist with additional in-town levee projects.
7. Inclusion of the short-term traffic safety modification as part of the Citywide Asphalt Seal Coat Project.
8. Addition of bike lanes on 4th Street and NP Avenue Project No. TM-19-B1.
9. Payment to KLJ for the Contract Amendment and authorization of the final public input meeting for the 17th Avenue Corridor Study (Project No. MS-15-F0).
10. Encroachment Agreement with DFI Black Building, LLC.
11. Amendment 1 to Right of Way Use Agreement with DFI Dillard, LLC.
12. Bid advertisement for Project Nos. TM-19-B and TP-19-B.
13. Bid awards for Project Nos. SN-19-A1 and SR-19-A1.
14. Receive and file the Summary Annual Financial Report for the period ending December 31, 2018 (preliminary, unaudited and unadjusted).
15. Inter-Fund Loan Policy and request a portion of Inter-Fund Loan to be used to acquire the Border States Electric facility.
16. Amendment to Agreement with Nate Hendrickson.
17. Contract Amendment with Land Elements in the amount of \$4,152.79 for The Fargo Project.
18. Change Orders for Project No. SW16-03 Phase II:
 - a. No. 3 for an increase of \$7,679.94 for the general contract.
 - b. No. 2 for an increase of \$1,010.00 for the mechanical contract.
 - c. No. 2 for a decrease of -\$10,632.70 for the electrical contract.
19. Task Order with Wenck Associates, Inc. to provide Consultant Engineering Services for Project No. SW19-01.
20. Change Order No. 2 for an increase of \$41,828.17 for Project No. WW1402-10.
21. Amendment No. 1 to Task Order No. 3 with AE2S for a change in scope (Project No. WA1301).
22. Task Order No. 16 with AE2S in the amount of \$499,800.00 for Project No. WA1301.
23. Change Orders for Project No. WA1301:
 - a. No. 18 for an increase of \$58,969.00 for the mechanical contract.
 - b. No. 22 for an increase of \$144,254.11 for the general contract.
24. Bills.
25. Negative Final Balancing Change Order No. 1 in the amount of -\$33,797.00 for Improvement District No. BR-18-H1.

- Page 26
26. Negative Final Balancing Change Order No. 3 in the amount of -\$35,482.44 for Improvement District No. PR-17-F1.
 27. Negative Final Balancing Change Order No. 4 in the amount of -\$52,050.31 for Improvement District No. BR-17-C1.
 28. Revised CPM Agreement with the NDDOT for Improvement District No. BR-18-A1.
 29. Create Improvement District Nos. BN-19-B, BN-19-E, PN-18-B and PR-19-F.
 30. Change Order No. 3 for an increase of \$296,290.42 for Improvement District No. NR-17-B1.
 31. Contract and bond for Improvement District No. BN-19-A2.

REGULAR AGENDA:

32. Update from the Greater Fargo-Moorhead Economic Development Corporation.
33. 2018 Fargo Fire Department Annual Report.
34. Public Hearings – 5:15 pm:
 - a. BLU Water Creek 4th Addition (4609 33rd Avenue South); approval recommended by the Planning Commission on 1/3/19:
 1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Plat of BLU Water Creek 4th Addition.
 - b. WITHDRAWN - Application filed by Prairie Products LLC for a property tax exemption for a project located at 1350 55th Street North, which the applicant will use in the operation of efficient agricultural extraction processing technology.
35. Recommendation from the Tax Exempt Review Committee to approve the City of Fargo Tax Review Committee Policy and Guidelines; delayed from the 1/28/19 Regular Meeting.
36. Recommendation for Purchase of Oak Grove and Park Christian Land:
 - a. Purchase Agreement with Oak Grove Foundation Properties, LLC and Park Christian School, Inc.
 - b. Resolution of Governing Body of Applicant.
 - c. Resolution Relating to Acquisition and Financing of Southwest Regional Storm Water Management Project, Authorizing Purchase of Land, Creating Improvement District No. FP-19-A, Directing the Development of Project, Expressing Intent to Re-Sell Remainder, and Intention to Reimburse from Loan or Bond Proceeds.
 - d. Contract for Deed with Oak Grove Foundation Properties, LLC and Park Christian School, Inc.

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

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



**GFMEDC Update
City of Fargo
February 2019**

Results and Pipeline

In 2018, the GFMEDC provided significant assistance on fifteen projects located within the Fargo city limits to help in their business growth. The following are conservative numbers on the impact of those projects:

- 185 direct new jobs spurred the creation of 173 indirect and induced jobs in the region.
- Sales/Output in the region from these projects amounted to more than \$130 million.
- The total payroll from these projects for the region exceeded \$20 million annually.

In addition, the EDC administered more than \$1.255 million in job credit assistance to nearly 30 Fargo based companies in 2018.

PIPELINE – Homestretch & Active Projects

- 11 companies scheduled to complete major expansions this year
 - 7 expansion projects and 4 attraction projects
 - \$71,350,000 capital investments
 - 185,000 total square footage
 - 162 estimated new job creation
 - Industries
 - 4 Manufacturing
 - 4 IT
 - 2 Value-Added Ag.
 - 1 Distribution

2018 Summary of Growth Initiative Fund (GIF)

- 8 total loan approvals for Fargo companies
 - \$742,000 in GIF loans for these companies.
 - Allowing leverage of \$1.3 million in BND interest buydown funding
 - Supporting projects totaling \$43.7 million in capital investments
 - 69 estimated new jobs to be created
 - Industries
 - 6 Manufacturing
 - 1 Life Sciences
 - 1 Valued-Added Ag

2019 GIF Activity

One new loan approval to date in 2019 for a Fargo company.

- \$263,000 GIF loan, which leverages \$500,000 in BND interest buydown funding
- 30 estimated new jobs to be created
- \$6.5 million in total capital investments

Business Development (Nov 2018-Feb 2019)

- Provided direct support and guidance to eight companies with projects looking at locating in Fargo
- Assisted 14 Fargo companies in addressing business expansion challenges or growth-related opportunities
- John Machacek continues to serve as City of Fargo's rep on both the Steering Committee and Loan Committee of the ND Opportunity Fund (38 city loan consortium).
- The EDC hosted the Consul General of France in December 2018 and will host a larger delegation in 2019 which will include the Science and Technology attaché of the consulate.
- Ryan Aasheim is developing a concerted approach to capitalize on the federal Opportunity Zone program, a community investment tool established by Congress in the Tax Cuts and Jobs Act of 2017. Fargo has 5 designated zones and Moorhead has 1.
- Ryan Aasheim joined the Great Plains Chapter of AUVSI (Association of Unmanned Vehicle Systems International) as a board member. The Chapter is part of the largest unmanned systems trade association in the world and works to enhance the overall application and value of unmanned technologies in the region.

Community Development (Nov 2018-Feb 2019)

- Nine community tours to assist local employers with recruiting.
- Creation of Regional Workforce Initiative Report.
- EDC is leading discussions with various local entities around the topic of affordable housing, as GFMEDC assesses the GIF's role in the Flex PACE Affordable Housing loan program.



REGIONAL WORKFORCE INITIATIVE REPORT TO INVESTORS

2018 OVERVIEW

GREATER
Fargo  **Moorhead**
Economic Development Corporation

WWW.LIVEINFARGO.COM

PROGRESS AT A GLANCE



CULTIVATE

- Frostival - FM CVB's winter weekend festival celebrating its fourth year in 2019
Highlighting FM winter fun
Estimated attendance in 2018 was 6,500+
Five sport games plus more than 30 events and activities across the metro
- Career Clusters, a tool to connect students' skills to potential jobs



ATTRACT

- LiveinFargo.com
The website was funded by the Regional Workforce Initiative's five lead organizations: EDC, Chamber, CVB, United Way of Cass-Clay and FM Area Foundation.
With high quality videos and photos the site provides information on living and working in the FM Metro



BUILD

- EDC's Growth Initiative Fund (GIF) helped fund 659 childcare spots
- 72 New Affordable Housing Units with GIF support
- Incorporation of Cass Clay Community Land Trust (CCCLT) by FM Area Foundation
- United Way of Cass-Clay continues to lead the UNITED for Child Care Coalition to drive an increase in quality, affordable childcare



INNOVATE

- New program to support entrepreneurs through EDC's GIF including recent support of two entrepreneurial projects that have created 30 jobs
- United Way of Cass-Clay created a UNITED for Workforce Development Pathways initiative

CULTIVATE *Strengthen the pipeline of local talent to support employers in the region.*

The Workforce Collaborative Study indicated that negative perceptions of our region's winter weather has dampened efforts to recruit workers and business to the community. In light of those findings, the FMCVB established a winter weekend festival, "Frostival". The idea was to help dispel the notion that people here hibernate in the winter and make it clear that we enjoy all four seasons.

The first event took place January 2016, and the fourth annual Frostival will be held in January 2019. The FMCVB enlisted help from a variety of community partners like the Fargo, Moorhead and West Fargo Park Districts to produce this event.

Committee-led work resulted in career clusters to help college students better understand how their skills align with potential regional jobs.

ATTRACT *Enhance and coordinate efforts to bring new talent to the region.*

The Liveinfargo website is a culmination of the ideas presented from the research and volunteer committee feedback. The site promotes the FM region as a great place to live and work. From education to arts, if it's in the FM area, it's either on the site or directs the viewer to the right place.

The Greater FM EDC will continue to manage the site and market it to recruiters and folks considering a move to FM.

BUILD *Develop a framework for financial self-sufficiency and upward mobility for workers in basic-skills jobs.*

Affordable Housing

The FM Area Foundation (FMAF) has pledged significant financial support to the Cass Clay Community Land Trust (CCCLT). The new CCCLT board is engaging Burlington Associates, a well-known community development organization specializing in organizing land trusts, to assist with this process. Presentations explaining the land trust have been made to governmental entities in both counties to promote a coordinated utilization of this tool.

Essentia Health will perform a comprehensive two-county housing needs study and will be distributed to any interested stakeholder.

The EDC's Growth Initiative Fund (GIF) contributed to affordable housing loans adding 72 housing units in the region.

Childcare

The EDC's Growth Initiative Fund (GIF) contributed to childcare facility loans creating 659 new childcare spots.

The United Way of Cass-Clay led the UNITED for Childcare Coalition which provided affordable continuing education for hundreds of childcare providers and continues to have conversations with community leaders to advocate for quality, affordable childcare. One of those discussions was at a Chamber Eggs & Issues.

United Way of Cass-Clay has provided child care scholarships for 117 low-income working families to access quality child care.

INNOVATE *Encourage the development of innovative solutions to address the region's workforce related challenges.*

The EDC-led GIF created a new program to partner with the ND Development Fund and Bank of ND to assist rapidly-growing companies and startup companies. Two entrepreneurial projects have supported the creation of 30 new jobs.

The United Way of Cass-Clay created a UNITED for Workforce Development Pathways Initiative to leverage resources and align services to help New Americans and low income individuals enter the workforce and elevate their employment and career opportunities.



THANK YOU

For your continued support of the EDC and partners' community development initiatives.

GREATER
Fargo  **Moorhead**
Economic Development Corporation

WWW.LIVEINFARGO.COM

CITY OF **Fargo Fire Department**

MEMORANDUM

(33)

TO: FARGO CITY COMMISSION
FROM: FIRE CHIEF STEVE DIRKSEN
DATE: 02/20/2019
SUBJECT: FIRE DEPARTMENT 2018 ANNUAL REPORT TO COMMISSION

The Fire chief would like to provide a recap of the annual report to the Commission.

Recommended Action: Receive and file the Fire Department's Annual Report.



City of Fargo Staff Report			
Title:	BLU Water Creek 4 th Addition	Date:	12/14/18
		Update:	02/20/19
Location:	4609 33 rd Avenue South	Staff Contact:	Kylie Bagley
Legal Description:	Lot 6, Block 1, BLU Water Creek Addition		
Owner(s)/Applicant:	PACES Lodging LLC	Engineer:	Ulteig
Entitlements Requested:	Minor Subdivision (Replat of Lot 6, Block 1, BLU Water Creek Addition) and Zoning Change (from LC, Limited Commercial, with a C-O, Conditional Overlay, to LC, Limited Commercial, with a C-O, Conditional Overlay)		
Status:	City Commission Public Hearing: February 25, 2019		

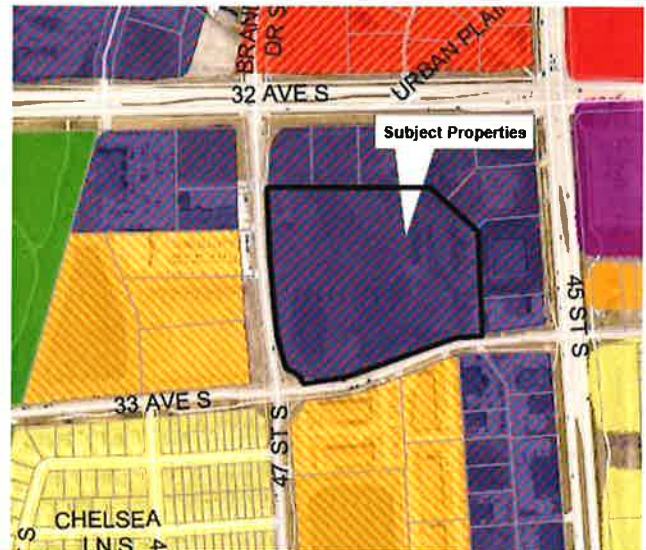
Existing
Land Use: Vacant
Zoning: LC, Limited Commercial, with a C-O, Conditional Overlay
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service
Maximum Lot Coverage Allowed: 55% building coverage

Proposed
Land Use: Vacant
Zoning: LC, Limited Commercial, with a C-O, Conditional Overlay
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service
Maximum Lot Coverage Allowed: No change

Proposal:
<p>The applicant is seeking approval of a minor subdivision, entitled BLU Water Creek 4th Addition, a replat of Lot 6, Block 1, BLU Water Creek Addition, and a zoning change from LC, Limited Commercial, with a C-O, Conditional Overlay, to LC, Limited Commercial, with a C-O, Conditional Overlay. The subject property is located at 4609 33rd Avenue South and encompasses approximately 15.19 acres.</p> <p>The current conditional overlay prohibits vehicle repair and requires flat roofs and rooftop equipment to be concealed from public view by parapets and/or screens, among other conditions. The amended conditional overlay would allow for vehicle repair and reduce the amount of rooftop screening requirements to a minimum of 50% of the height of rooftop equipment. Staff feels the allowance of vehicle repair and reduction in rooftop screening is adequate due to the fact that the property is not along an arterial road.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LC, Limited Commercial, with retail sales and services • East: LC, Limited Commercial, with retail sales and services • South: Across 33rd Ave S, MR-3, Multi-Dwelling Residential, with multi-dwelling structures • West: Across 47th St S, LC, Limited Commercial, and GO, General Office, with offices

Area Plans:

The subject properties are identified in the 2003 Southwest Future Land Use Plan as suitable for "Either Office or Commercial land uses."

**Schools and Parks:**

Schools: The subject property is located within the West Fargo School District and is served by Independence Elementary, Liberty Middle, and Sheyenne High schools.

Neighborhood: The subject property is located in the Brandt Crossing Neighborhood.

Parks: Brandt Crossing Park (351 21st Street North) is located approximately 750 feet west of the subject property and provides basketball, dog park, playground, recreational trails, and shelter amenities.

Pedestrian / Bicycle: There are off-road bike facilities located on both 32nd Avenue South and 45th Street South. Both bike facilities are a component of the metro area bikeways system.

Staff Analysis:**Zoning**

Section 20-906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

- Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?**
Staff is unaware of any zoning map error in regard to the subject property. Staff finds that the requested zone change is justified by a change in conditions, as the developer has a clearer picture of the type of development. The proposed C-O zoning is requested in order to keep the development compatible with the existing and emerging development in the area. **(Criteria Satisfied)**
- Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**
City Staff and other applicable review agencies have reviewed this proposal. No deficiencies have been noted in the ability to provide all of the necessary services to the site. The subject property abuts public right-of-way. **(Criteria Satisfied)**
- Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**
Staff has no evidence that would suggest this proposal would adversely affect the condition or value of the

property in the vicinity. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, staff has not received any phone calls or comments in response to these notices. Staff finds that the approval will not adversely affect the condition or value of the property in the vicinity. **(Criteria Satisfied)**

4. Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?

The purpose of the LDC is to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo. Staff finds that the proposal is consistent with the purposes of the LDC and other adopted policies of the City. **(Criteria Satisfied)**

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The subdivision is intended to replat the existing one lot into two lots to accommodate future development. The proposed use is consistent with the existing zoning. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries regarding the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

- 2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. **(Criteria Satisfied)**

Staff Recommendation:

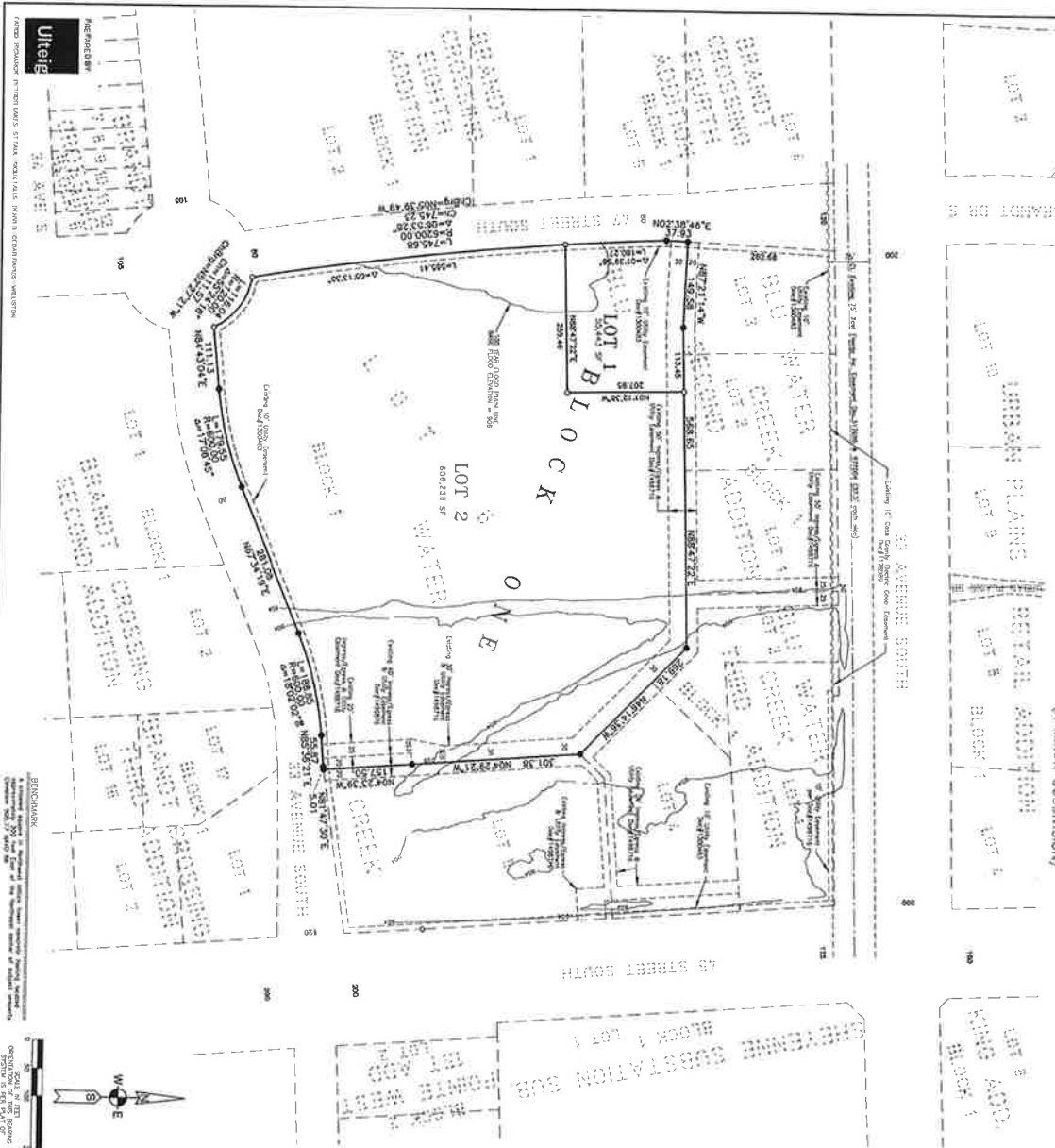
Suggested Motion: "To accept the findings and recommendations of the Planning Commission staff and hereby waive the requirement to receive the Ordinance one week prior to the first reading and place the rezoning Ordinance on the first reading, and move to approve the proposed: 1) Zoning Change from LC, Limited Commercial, with a C-O, Conditional Overlay to LC, Limited Commercial, with a C-O, Conditional Overlay and 2) Subdivision Plat, **BLU Water Creek 4th Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, Section 20-906. F (1-4), and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: January 3, 2019

On January 3, 2019, with a 9-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed: 1) Zoning Change from LC, Limited Commercial, with a C-O, Conditional Overlay to LC, Limited Commercial, with a C-O, Conditional Overlay and 2) Subdivision Plat, **BLU Water Creek 4th Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, Section 20-906. F (1-4), and all other applicable requirements of the Land Development Code".

BLU WATER CREEK 4TH ADDITION

A REPLAT OF LOT 6, BLOCK 1 OF BLU WATER CREEK ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



OWNER'S DECLARATION AND CERTIFICATION

I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is the same as that shown on the plat of the City of Fargo, Cass County, North Dakota, and that the same is being replatted for the purpose of creating a minor subdivision of the same. I further certify that the above described property is the same as that shown on the plat of the City of Fargo, Cass County, North Dakota, and that the same is being replatted for the purpose of creating a minor subdivision of the same. I further certify that the above described property is the same as that shown on the plat of the City of Fargo, Cass County, North Dakota, and that the same is being replatted for the purpose of creating a minor subdivision of the same.

[Signature]
Owner

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City Engineer

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LEGEND

OWNER'S DECLARATION AND CERTIFICATION

Attachments:
<ol style="list-style-type: none">1. Zoning Map2. Location Map3. Preliminary Plat4. Draft C-O

Plat (Minor) and Zone Change (Repeal & Reestablish C-O)

Blu Water Creek 4th Addition

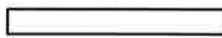
4609 33rd Avenue South



Legend



300



Fargo Planning Commission

January 3, 2019

Plat (Minor) and Zone Change (Repeal & Reestablish C-O)

Blu Water Creek 4th Addition

4609 33rd Avenue South



1. This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding future commercial and residential development within the described property.
2. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal panes similar to 'Aluco Bond' and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used. Horizontal metal lap siding and vertical metal batten shall be allowed on residential and commercial structures but shall not exceed 75% of the building elevation for residential structures and 50% for commercial.
3. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.
4. All building façades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the length of the façade, and extending at least 20 percent of the length of the façade. No uninterrupted length of any façade shall exceed 150 horizontal feet. An articulated façade would emphasize elements on the face of a wall including change in setback, materials, roof pitch or height.
5. Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50 percent of their horizontal length. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.
6. Flat roofs and rooftop equipment, such as HVAC units, ~~shall be concealed from public view shall be screened to a minimum of half the height of the unit~~ by parapets and/or screens, including but not limited to the back of the structure. ~~The average height of such parapets shall not exceed one third of the height of the supporting wall, and such parapets shall not be of a constant height for a distance of greater than 150 feet.~~
7. Loading and/or services areas/facilities shall be located at the side or rear of buildings and screened from public streets by structures and/or landscaping, with a minimum opacity of 50%.
8. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face any public right-of-way or residentially zoned property the metal gate shall not be required.
9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a) the primary entrance or entrances to each commercial building, including pad site buildings.

b) any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.

c) parking areas or structures that serve such primary buildings.

d) connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.

e) any public sidewalk system along the perimeter streets adjacent to the commercial development.

f) where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

10. A minimum of 5% of the internal surface area of the parking lot shall be landscaped. The cumulative open space (green space) of each property shall consist of at least 10% of the total property acreage.

11. The following uses are prohibited.

a) Detention Facilities

b) Adult Entertainment Center

c) Off-Premise Advertising Signs (directional signs that are less than 50 square feet in size are exempt for this prohibition)

d) Portable Signs

~~e) Vehicle Repair~~

f) Industrial Service

g) Manufacturing and Production

h) Warehouse and Freight Movement

i) Aviation/Surface Transportation

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3402

AN ORDINANCE REPEALING AND RE-ESTABLISHING
A CONDITIONAL OVERLAY DISTRICT ON CERTAIN
PARCELS OF LAND LYING IN BLU WATER CREEK 4TH ADDITION,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed BLU Water Creek 4th Addition, City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 3, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on February 25, 2019; and,

WHEREAS, it is intended by this ordinance that the base zoning districts applicable to the property described herein shall remain unchanged and that the intended effect hereof is to repeal one or more a "C-O", Conditional Overlay, District and to re-establish a modified version of a "C-O", Conditional Overlay, District;

NOW, THEREFORE,

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

Section 1. The following described property:

All of BLU Water Creek 4th Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property of a "LC", Limited Commercial Zoning District and to repeal the existing "C-O", Conditional Overlay, District and to re-establish the "C-O", Conditional Overlay, District with the following modifications and restrictions:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 2. The "C-O", Conditional Overlay, District modifications and restrictions are as
2 follows:

- 3 1. This Conditional Overlay is intended to provide for a higher quality of design than is
4 afforded by the City of Fargo Land Development Code regarding future commercial and
5 residential development within the described property.
- 6 2. All primary buildings shall be constructed or clad with materials that are durable,
7 economically-maintained, and of a quality that will retain their appearance over time,
8 including but not limited to natural or synthetic stone; brick; stucco; integrally-colored,
9 textured or glazed concrete masonry units; high-quality pre-stressed concrete systems;
10 EIFS (exterior insulation finishing system), glass, metal panes similar to 'Aluco Bond'
11 and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used
12 as a principal exterior wall material, but durable synthetic materials with the appearance
13 of wood may be used. Horizontal metal lap siding and vertical metal batten shall be
14 allowed on residential and commercial structures but shall not exceed 75% of the
15 building elevation for residential structures and 50% for commercial.
- 16 3. Color schemes shall tie building elements together, relate pad buildings within the same
17 development to each other, and shall be used to enhance the architectural form of a
18 building.
- 19 4. All building façades greater than 150 feet in length, measured horizontally, shall
20 incorporate wall plane projections or recesses having a depth of at least three percent of
21 the length of the façade, and extending at least 20 percent of the length of the façade. No
22 uninterrupted length of any façade shall exceed 150 horizontal feet. An articulated façade
23 would emphasize elements on the face of a wall including change in setback, materials,
24 roof pitch or height.
- 25 5. Ground floor façades that face public streets shall have arcades, display windows, entry
26 areas, awnings, or other such features along no less than 50 percent of their horizontal
27 length. If the façade facing the street is not the front, it shall include the same features
28 and/or landscaping in scale with the façade.
- 29 6. Flat roofs and rooftop equipment, such as HVAC units, shall be screened to a minimum
30 of half the height of the unit by parapets and/or screens, including but not limited to the
31 back of the structure.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 7. Loading and/or services areas/facilities shall be located at the side or rear of buildings and
2 screened from public streets by structures and/or landscaping, with a minimum opacity of
3 50%.
- 4 8. Dumpsters and outdoor storage areas must be completely screened from view. Collection
5 area enclosures shall contain permanent walls on at least three (3) sides. The fourth side
6 shall incorporate a metal gate to visually screen the dumpster or compactor; however, if
7 the service side does not face any public right-of-way or residentially zoned property the
8 metal gate shall not be required.
- 9 9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site
10 system of pedestrian walkways shall be designed to provide direct access and connections
11 to and between the following:
 - 12 a) the primary entrance or entrances to each commercial building, including pad site
13 buildings.
 - 14 b) any sidewalks or walkways on adjacent properties that extend to the boundaries
15 shared with the commercial development.
 - 16 c) parking areas or structures that serve such primary buildings.
 - 17 d) connections between the on-site (internal) pedestrian walkway network and any
18 public sidewalk system located along adjacent perimeter streets shall be provided
19 at regular intervals along the perimeter street as appropriate to provide easy access
20 from the public sidewalks to the interior walkway network.
 - 21 e) any public sidewalk system along the perimeter streets adjacent to the commercial
22 development.
 - 23 f) where practical and appropriate, adjacent land uses and developments, including
but not limited to residential developments, retail shopping centers, office
buildings.
- 10 10. A minimum of 5% of the internal surface area of the parking lot shall be landscaped. The
11 cumulative open space (green space) of each property shall consist of at least 10% of the
12 total property acreage.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

11. Of those permitted or conditionally permitted uses of the base zoning district, the following uses are prohibited:

- a) Detention Facilities
- b) Adult Entertainment Center
- c) Off-Premise Advertising Signs (directional signs that are less than 50 square feet in size are exempt from this prohibition)
- d) Portable Signs
- e) Industrial Service
- f) Manufacturing and Production
- g) Warehouse and Freight Movement
- h) Aviation/Surface Transportation

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

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

February 21, 2019



Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Oak Grove & Park Christian Land Purchase
Regional Storm Water Management Facility

Honorable Commissioners:

Over the past year, City staff has been involved in discussions with developers that are considering proposing new developments in areas west of Interstate 29 and south of 52nd Avenue South. These potential new development areas are outside of the City's current service area for storm sewer. Due to this, staff initiated a storm water master planning study to determine the feasibility of servicing this future growth area as well as possible alternatives for consideration.

In this study two alternatives were developed and are presented in the attached Technical Memorandum from Houston Engineering, dated February 8, 2019. The first alternative consisted of servicing the study area as has been done in the City historically by utilizing on site detention (aka pond) in each individual development. This method would also require multiple large storm sewer trunk lines and four lift stations, which if implemented is estimated to cost about \$26k per acre. The second alternative focuses on utilizing a single regional detention facility that would benefit the entire service area for all post-development storm water runoff. This alternative, instead of multiple large storm sewer lines as in alternative one, would be a series of open channels and one lift station that would result in the estimated cost to be reduced to about \$19k per acre. For past perspective, typical new trunk storm sewer costs have ranged from \$18k to \$22k per acre. So as a result of this study, it became apparent that a single regional detention facility would be the most cost effective solution to servicing this future growth area of the City.

As you can see within the study, it identified two properties as a potential location for this regional detention facility. The first location is property owned by Oak Grove Lutheran and Park Christian schools, which is the property being proposed for acquisition today by the City. The second location is shown on private property as well, but is currently not being sought for purchase and the actual location could vary depending on developers' plans. However, the Oak Grove and Park Christian property is absolutely needed in order to be able to execute this regional detention concept.

The property being sought for purchase is located directly south of 52nd Avenue South adjacent to the east side of Legal Drain 27 and consists of slightly more than 244 acres. This property is entirely located within the effective 100 year floodplain and would present some challenges to be fully developed. Due to its location and these floodplain difficulties, staff believes it is best situated for this regional pond and are recommending the purchase of the property.

In addition to the regional storm water detention capabilities from this property, there will also be other benefits that the City will be able to realize by the purchasing of this property. One example of these benefits is the anticipated reduction in other City project costs, conservatively estimated at \$2.6 million, due to the close proximity of clay fill for future road projects. We also anticipate that there will be 80 acres of remnant land that could be resold to offset some costs of the initial land purchase price.

Discussions with the two schools' representatives have resulted in a negotiated purchase price of \$27,500 per acre for this property. Staff believes this is a fair purchase price for the property based on other recent land sales in the area. Funding for the purchase of this land is anticipated to come from two sources. First source is the Clean Water State Revolving Funds, which this land purchase is eligible for and would be used for the approximately 164 acres that the pond would be located on. The second source is proposed to be infrastructure sales tax for the remaining 80 acres and will be reimbursed once the remnant property is resold.

Staff will present additional information in regards to this proposed purchase at your February 25th meeting and we look forward to the discussion that will be had on this property.

This project was presented to the Finance Committee for its recommendation and a report of action from the Finance Committee recommending approval is enclosed.

At the presentation, we will be seeking your approval of the purchase agreement for acquisition of the school land, of a resolution authorizing the City to seek SRF financing and of an authorizing resolution that creates an improvement district, authorizes the sources for repayment of the financing for the acquisition and project, expresses the intent of the City to re-sell the remnant parcel(s) that will remain after the storm water pond is constructed and authorizes the financing for that intended remnant parcel, all of which are enclosed.

SUGGESTED MOTION:

I move to approve (a) the Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Clean Water Act, (b) the Resolution Relating to Acquisition and Financing of Southwest Regional Storm Water Management Project, Authorizing Purchase of Land, Creating Improvement District FP-19-A, Directing the Development of Project, Expressing Intent to Re-Sell Remainder, and Intention to Reimburse from Loan or Bond Proceeds and (c) the Purchase

Agreement for the acquisition of land from Oak Grove Foundation Properties, LLC and Park Christian School, Inc., as presented.

Respectfully,



Bruce Grubb
City Administrator

Brenda Derrig
City Engineer



Kent Costin
Finance Director

Enclosures

REPORT OF ACTION**FINANCE COMMITTEE****Project:** Regional Storm Water System**Type:** Land Acquisition**Location:** Veteran's Boulevard and 64th Avenue South**Date of Hearing:** February 4, 2019

<u>Routing</u>	<u>Date</u>
City Commission	February 25, 2019
Project File	<u>FP-19-A</u>

Bruce Grubb, City Administrator, informed the Committee about a land acquisition opportunity for 244-acres along Drain 27 between 52nd Avenue South and 64th Avenue South. The City Engineer's office was asked to do a technical evaluation of the property to determine if there would be any value to the City for purposes of regional storm water infrastructure. Therefore, a regional storm water evaluation was completed by Engineering staff with the assistance of Houston Engineering.

Brenda Derrig, City Engineer, and Nathan Boerboom, FM Diversion Divisional Engineer, presented the results of the evaluation to the Committee. The evaluation considered the post-development storm water requirements over a regional area comprising 2,300-acres. A comparison was done between individual parcel storm water infrastructure versus regional storm water infrastructure. The estimated storm water infrastructure costs were \$26,000/acre for individual storm water systems and \$19,000/acre for the regional storm water system. The total cost of the land acquisition would be \$6,720,450.

In addition, there were other economic benefits associated with the City's acquisition of the land as listed below:

Benefit	Units	Unit Price	Total
52 nd Avenue S. Fill	145,000 cy	\$5/cy	\$725,000
45 th Street S. Fill	50,000 cy	\$5/cy	\$250,000
64 th Avenue S. Fill	340,000 cy	\$5/cy	\$1,700,000
Potential Cost Savings to City Projects			= \$2,675,000
<u>Remnant Land</u>	<u>80 ac.</u>	<u>\$40,000/ac.</u>	<u>\$3,200,000</u>
Potential Value of Remnant Land			= \$3,200,000

The source of funding would be a short-term loan from the Street Sales Tax Fund (Fund 420) to be re-paid through a long-term Clean Water SRF loan, storm water utility fees and special assessments.

MOTION:

On a motion by Dave Piepkorn, seconded by Kent Costin, the Finance Committee voted to approve the acquisition of 244-acres of land in the amount of \$6,720,450 for regional storm water purposes. All Finance Committee members voted in favor of the land acquisition.

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

ATTEST:



Kent Costin
Finance Director

C: Commissioners



Technical Memorandum

To: Nathan Boerboom PE, CFM
City of Fargo

From: Gabriel Bladow PE,
Houston Engineering, Inc.

Subject: Southwest Metro Storm Water Master Plan

Date: February 8, 2019

Project: HEI. 6059-0077

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

THIS DOCUMENT WAS ORIGINALLY ISSUED AND SEALED BY GABRIEL L. BLADOW, PE, REGISTRATION NUMBER PE-6862, ON 2/08/2019, AND THE ORIGINAL DOCUMENTS ARE STORED AT HOUSTON ENGINEERING INC., 1401 21ST AVENUE NORTH, FARGO, ND

Gabriel L. Bladow /s/

Gabriel L. Bladow, P.E.
License No. PE-6862
Date: 2/08/2019

INTRODUCTION

At the request of the City of Fargo (City), Houston Engineering Inc. (HEI) conducted preliminary storm water master planning for the area extending from 52nd Ave S to approximately ¼ mile south of 76th Ave S. The area is bounded on the east by Interstate 29 (I-29) and the future Veterans Blvd corridor to the west. The intent of this study was to determine the feasibility of development within the study area as it relates to stormwater management. Two alternative storm water master plans were analyzed and compared as part of the study. The first alternative utilized traditional onsite stormwater detention on a development by development basis. The second alternative focused on the use of a single regional stormwater detention facility for the entire developable area within the study extents. Concept level plans and cost estimates were created for both detention master plan alternatives for comparison purposes.

Under existing conditions, runoff from the majority of the study area is captured in roadway ditches and field drains and conveyed northwest before discharging into Drain 27. However, runoff from approximately 25% of the study area is conveyed eastward where it crosses under I-29 and discharges into Drain 53. Due to uncertainty about future improvements of Drain 53, and at the City's request, the future conditions alternatives were analyzed under the assumption that all runoff from the study area would contribute to Drain 27 after development. A map showing the existing and future conditions drainage boundaries is attached as **Figure 1**.

ANTICIPATED DEVELOPMENT CHALLENGES

Significant commercial and residential development has occurred adjacent to the study area boundary in recent years, especially in the southwest quadrant of the I-29 interchange at 52nd Ave S. Development is expected to continue in this area, which is evidenced by multiple inquiries by developers with City Engineering staff regarding existing and future utility infrastructure. Based on these inquiries, development is most likely to continue to be concentrated in the northeast portion of the study area, adjacent to existing developed land, before extending west and south.

As development occurs, shallow surface runoff conveyance features such as road ditches and field drains will be replaced with deeper stormwater detention ponds and subsurface conveyance features (storm sewer). Roadway ditches will be filled in and replaced with curb and gutter and storm inlets. Existing grades are not conducive to draining future runoff to Drain 27 without improving and deepening conveyance features all the way to the outlet at Drain 27. As development occurs, the amount of pervious area will decrease, and the amount of surface runoff will increase. The primary stormwater management challenge for development in the study area is adequately conveying the increased runoff from the areas first developed to the eventual outlet at Drain 27. This is a distance of up to 2 miles. Due to the inadequacy of existing surface conveyance features, a stormwater conveyance and outlet system would have to be constructed across the entire developable area in order to convey runoff to Drain 27, even though a large portion of the area between these two points is unlikely to be developed for an extended period of time. This causes both financial and construction related challenges.

FUTURE CONDITIONS ALTERNATIVE OVERVIEW

Option 1

Option 1 was developed on the premise that as development occurs in the study area, each developer will install stormwater infrastructure to service each individual development. This infrastructure would consist of a stormwater collection system, including gutters, inlets, and storm sewer, a stormwater detention facility, an outlet regulation structure, and an outfall to a City trunk line storm sewer. The infrastructure would meet the requirements of the City's Storm Water Retention Policy, and the overarching Storm Water Management Program. The City would then construct storm sewer trunk lines to collect the discharge from the individual developments and convey it to outlets in Drain 27.

For the purpose of this analysis, it was assumed that development would occur in uniform 80-acre parcels, each containing their own storm water infrastructure that would ultimately outlet to the City trunk line storm sewer. The City storm sewer trunk lines were assumed to be constructed at approximately ½ mile intervals and extending from approximately ¼ mile west of I-29 to Drain 27. In this scenario, each storm sewer trunk line would provide conveyance for up to 8 – 80-acre developments, or a total drainage area of 640 acres (1 square mile). The size of the trunk storm sewers will increase from east to west as the total contributing drainage area increases.

Drain 27 is currently only improved to 64th Ave S. The portion of the drain south of 64th Ave S is shallower and narrower, and more closely resembles a field drain. Due to the total length of the proposed trunk storm sewers, and the slope required to provide adequate conveyance for the drainage areas, the proposed sewers would be well below the existing Drain 27 invert elevation at their confluences. As a result, Option 1 assumes that Drain 27 will be improved from 64th Ave S to 76th Ave S, which includes lowering the drain invert. Despite the lowering of the drain invert, the proposed trunk sewers would still be lower than the drain. The difference between elevations is the greatest at 76th Ave S, which is approximately 3.5'. At this elevation difference, gravity conveyance to the drain would still be achieved, but the pipes would flow under pressure.

For Option 1, a stormwater/flood control pump station would be constructed near Drain 27 at the end of each trunk storm sewer. These pump stations would have dual purposes dependent on the flood condition of Drain 27. The first purpose would be to drain the storm water that remains in the trunk storm sewers due to the elevation difference between the sewer and the drain invert. This would occur during non-flooding conditions on

the drain. When the drain is at flood stage, and gravity discharge into the drain is blocked, the pump stations would provide conveyance to the drain, reducing the risk of flooding of the interior area.

For Option 1, the individual development detention ponds would be adequately sized to provide the extended detention time required to meet the criteria of the City's MS4 program.

A map showing the proposed infrastructure associated with Option 1 is attached as **Figure 2**.

Option 2

Option 2 was developed on the concept of utilizing a single regional storm water detention facility to provide collection, rate-control detention, and stormwater quality for all post-development runoff within the study extents. The construction of the regional facility would eliminate the need for all on-site detention for individual developments. The regional detention facility would contain a permanent pool which would provide water quality treatment to meet the criteria of the City's MS4 program. Sufficient live storage would also be provided above the permanent pool to adequately attenuate post-development peak discharge rates and reduce them to below existing conditions levels.

A major benefit of the Option 2 concept is that the live storage portion of the regional detention facility could be constructed "linearly" from the outlet at Drain 27 to any point within the drainage area. Since all parts of the permanent pool have the same water surface elevation under normal, non-precipitation conditions, no elevation is lost along the length of the "linear" pond as it would be along a similar length segment of storm sewer. As discharge enters the pond, the water surface will increase at the discharge points. This runoff will propagate downstream to the outlet at Drain 27 due to the differences in hydraulic grade line along the length of the pond. By utilizing the flat "linear" portion of the pond to extend the grade, the upper reaches of the drainage area can be serviced by ditches and storm sewer without experiencing elevation issues. As a result, the gravity outlet from the pond to Drain 27 would be at or slightly above the existing drain invert allowing the entire system to discharge by gravity during non-flooding conditions. This is in contrast to Option 1 where the gravity outlets would be below the Drain 27 elevation.

A primary challenge to the regional detention concept is procuring adequate land to provide the required volume for detention and water quality treatment. The City identified 2 parcels to be utilized for the analysis of Option 2. The first parcel is owned by the Fargo Park District. The second parcel is owned by Oak Grove Lutheran School, a private entity. However, the City has had discussions with Oak Grove Lutheran School about the potential for sale of the parcel.

Another challenge to the regional detention concept is providing adequate conveyance to the regional facility. Without using on-site detention at each individual development to mitigate increased runoff rates due to development, the infrastructure required to convey runoff to the pond must be larger. For the analysis of Option 2, open channels were utilized to convey runoff to the regional facility due to their high capacity at low cost in comparison to storm sewer piping.

A map showing the proposed infrastructure associated with Option 2 is attached as **Figure 3**.

ANALYSIS

The hydrologic and hydraulic analysis was performed using InfoSWMM, a modeling software that utilizes the EPASWMM engine to compute runoff hydrographs and perform hydraulic routing computations.

The Natural Resources Conservation Service (NRCS) curve number methodology described in Technical Release 55, Urban Hydrology for Small Watersheds (TR-55) was used to simulate the conversion of rainfall to stormwater runoff [1]. The primary hydrologic input parameters of the NRCS method include; catchment areas, curve numbers, and times of concentration. The methodology for developing these parameters is summarized in the following sections. The primary data sources used to create the existing conditions model included the 2017 Fargo LiDAR data [2], City GIS data of existing culverts and storm sewer, and field survey of existing culverts completed by HEI. For this analysis, only the 100-Year, 24-Hour rainfall event was modeled. The 100-Year rainfall depth of 6.5" was obtained from the Annual Maximum Series NOAA Atlas 14 for FARGO HECTOR INTL AP, Fargo, North Dakota [3]. Following guidance from NEH 630 Chapter 4 [4] a nested synthetic rainfall distribution was used.

METHODOLOGY

Existing Conditions

The total study area analyzed under existing conditions is bounded by 52nd Ave S on the north and 100th Ave S to the south. Additionally, it is bounded by I-29 on the east and Drain 27 on the west. The total existing conditions drainage area is 4,534 acres. Of the total drainage area 3,031 acres discharge to Drain 27, while 1,503 acres discharge to Drain 53. To capture the existing natural drainage area and determine the total existing discharge rates into Drain 27, the existing conditions model extends further south than the planned development area.

Model Input Development

The subcatchment boundaries for the existing conditions model were delineated by combining the designated receiving node locations with LiDAR topography. The catchment boundaries were developed using automated methods within the ArcGIS software and the Spatial Analyst extension hydrology toolbar. This process involves defining pour points (receiving nodes) on the LiDAR data based on stormwater infrastructure and automating the catchment delineation based on drainage to these pour points. Manual manipulations were performed where LiDAR surface information did not fully capture actual flow paths and boundaries. This was common in areas that were ditched by farming operations. Using the GIS delineated subcatchment boundaries, time of concentration values were calculated using the NRCS watershed lag method equation contained in NEH 630 Chapter 15. The watershed lag method equation is shown below as **Equation 1**.

Equation 1

$$T_c = [L^{0.9}(S+1)^{0.7}/1140Y^{0.5}](IF)$$

T_c = Time of Concentration (hour)

L = Flow Length (feet)

Y = Average Subwatershed Slope (%)

S = Potential Maximum Retention

IF = Impervious Reduction Factor

In **Equation 1**, the hydraulic length is the longest flow path to the outlet of each subwatershed. This length was calculated using available topographic data in GIS. This approach is consistent with the approved methods listed in NEH Part 630. Once outlet points to each watershed were identified, the ArcHydro tool "Longest Flow Path for Catchments" was used to generate the longest flow path in a watershed. The tool creates this line by determining the direction that water would flow in each individual cell of the DEM. The 2017 Fargo LiDAR was used to create the longest flow paths. The potential maximum retention (S) is a function of the retardance factor (cn^1) and relates to the rate at which runoff congregates to a given point. A low value indicates a rough surface with greater flow retardance; whereas, a high value is applied to smoother surfaces indicating that the flow moves rapidly across a surface. The CN is approximately the same as the retardance factor and was used in its place for this study. For the existing conditions analysis, a homogenous CN value of 85 was assumed for the entire study area. This was based on the assumption that the hydrologic soil-cover complex of the entire area could be generalized to be straight row crop type D soils, in good condition. The average subwatershed slope was calculated in ArcGIS using the spatial analyst zonal statistics tool to determine an average slope based on the slope of individual DEM cells within the boundaries of the subwatersheds.

Future Conditions

Model Input Development

The future conditions analysis was based on full development of the study area south of 52nd Ave S to ¼ mile south of 76th Ave S, between the Future Veterans Blvd corridor and I-29. It was assumed that the area south of the future development area that contributes runoff to the future development area under existing conditions will not contribute under future conditions. Additional master planning will be needed to address redirecting runoff from the drainage area south of the future development area. The cost and design of the improvements needed outside of the future development area were not included in the alternatives presented in this report.

For both development alternatives (Options 1 & 2), the same hydrologic inputs were used. The proposed hydrologic parameters were based on the projected land uses outlined in the future growth plan as provided by the City. The study area was divided into approximate 40-acre subcatchments and categorized based on the future growth plan. Each subcatchment was assigned a land use category of either low density residential, medium/high density residential, or commercial. Average developed impervious percentages and weighted CN values were assigned to each land use. Given the type D soils typical of this region, a CN of 98 was used for impervious areas and 80 was used for non-impervious areas. Times of concentration (TC) were calculated for each land use category utilizing an approximated velocity method calculation. **Table 1** summarizes the impervious percentage, CN, and TC values for each land use. The assumed 40-acre runoff categories are presented in **Figure 4**. Although the same future conditions subcatchments were used for both alternatives, the runoff from the subcatchments were routed differently depending on the conveyance design.

Table 1 - Future Land Use Hydrologic Parameters

Land Use	Impervious (%)	CN	TC
Low density residential	38	87	35
Medium/High density residential	65	92	29
Commercial	85	95	25

OPTION 1 ANALYSIS

Overview

The overall concept of Option 1 is to have smaller developments with onsite detention discharge into trunk storm sewers. The smaller development blocks would extend approximately a quarter mile to the north and south of the trunk storm sewer. This is similar to the existing drainage design along the 42nd and 45th St S corridors. The trunk storm sewer would drain from east to west, discharging into Drain 27. The trunk storm sewers are designed to be spaced approximately half a mile apart from each other, with separate discharge points into Drain 27.

Modeling Methodology

The drainage area was divided and modeled to simulate more localized retention before discharging into the City trunk storm sewer. This was modeled by grouping two 40-acre subcatchments together, and routing runoff to a shared detention facility. The common detention facility would discharge to a lateral storm sewer that would be tributary to a City trunk storm sewer. The required detention volume and release rates for the 80-acre drainage areas was calculated using the City's storm water retention calculator [6]. The onsite storage volumes vary depending on the land use of the contributing area. All of the onsite storage ponds were assumed to be 6' deep and their cross-sectional area was varied to achieve the required storage volume. The top elevations of the ponds were estimated based on existing ground elevations and the City's Floodproof Construction Requirements [7]. The top elevations vary per 80-acre drainage area.

Instead of modeling multi-stage outlet structures for the ponds, a single round pipe was modeled. The diameter of the pipe was adjusted during model iterations until the pipe was sufficiently small enough to produce a water surface elevation in the pond that was high enough to utilize the full required storage volume computed by the City's storm water retention calculator.

The trunk storm sewers were sized by adjusting the diameter during model iterations until an appropriate size was determined to not adversely impact the ponds upstream of the trunk storm sewer.

Required Infrastructure

The proposed system consists of four trunk storm sewers that carry runoff approximately two miles to the drain. The upstream inverts are dictated by the invert of the onsite storage facilities. Due to the relatively low and flat natural grade of the future development area, the trunk storm sewers approach Drain 27 below the proposed grade of the drain. The four trunk sewers approach the drain at 1' below the drain at the northern most trunk to 3.7' below the drain at the furthest south trunk. The flat grade and submerged outfall conditions are primary factors that limit the capacity of the trunk storm sewers, and therefore impact the required size of the storm

sewers. The upstream end of the trunk storm sewers vary in size from 48" RCP to 72" RCP. As flow contributes to the trunk sewers, pipe sizes increase to provide additional capacity. The gravity outfall sizes of the trunk storm sewers range in size from an 84" RCP to 12'x6' RCB. Similar to other locations along Drain 27, the gravity storm sewer discharge must surcharge up to the outfall elevation at the drain. Pump stations at the end of each trunk storm sewer will discharge runoff into Drain 27 during periods of high tailwater or at the end of a runoff event to evacuate the trunk storm sewer. In addition to the construction of the storm sewer network in the development area, improvements to Drain 27 are necessary to provide capacity as well as a low enough grade for gravity discharge into the drain. Currently Drain 27 had undergone improvements north of 64th Ave S. It would be necessary to continue these improvements to the south end of the development area. Improvements to Drain 27 would include matching the downstream cross section and longitudinal slope in the existing improved portion of the channel. A conceptual plan for Option 1 is included as **Figure 2**.

OPTION 2 ANALYSIS

Overview

Option 2 relies on a regional detention facility that the entire development area will discharge to via surface drainage ditches and storm sewer where necessary. There will be a single discharge point to Drain 27 near 55th Ave S.

Modeling Methodology

For this alternative subcatchments are routed to lateral storm sewers that will discharge into a ditch system. A generalized storage curve was included at the upstream end of each lateral storm sewer. This storage curve was included to represent the attenuation that is created by runoff ponding above inlets in a typical street section. The drainage ditches convey runoff to a series of regional storm detention ponds. These ditches were programmed into the model as open channels. The detention ponds are connected via large Reinforced Concrete Box Culverts which act to equalize the water surface between the pond segments. The regional detention ponds attenuate flows and control the storm water release rate to Drain 27. The attenuation was achieved by programming the model with multiple alternative outfall pipe geometry and sizes. Due to the flat grades across the entire system, an outlet that provided substantial capacity at a low head was required. The permanent pool of the pond was sized to provide at least 1,800 cubic feet of storage per acre draining to the pond per guidance from the EPA's National Urban Runoff Program. The required live storage volume was sized to provide a large enough storage volume that could be balanced with an outlet structure to match or reduce the peak outflow rate. Previous improvements have been made to Drain 27 at the proposed pond discharge location and will not require major improvements to the drain to accommodate the outlet structure.

Required Infrastructure

Option 2 relies on subsurface drainage to convey runoff from future developments to the proposed ditches. The drainage ditches can convey greater flows with less slope than a traditional subsurface storm sewer network. By having flatter slopes, and shallower grades at the upper ends of the ditches, this system allows for more efficient gravity discharge by discharging to the drain at the existing grade. Box culverts are placed at anticipated crossings of major thoroughfares. The regional pond system will have a 7'x4' RCB outlet pipe that will control release rates to Drain 27. The primary outfall to the drain will provide gravity discharge during periods of low tailwater on Drain 27. A pump station at the outlet will drain the regional detention ponds during periods of high tailwater on Drain 27 or during times of high inflow. Due to the amount of detention storage provided in the

regional facility, the pumping rate will be determined based on the acceptable draw-down time of the pond, rather than providing a specific discharge rate to reduce the risk of flooding of the interior area. A conceptual plan of Option 2 is included as **Figure 3**.

ANALYSIS RESULTS

EXISTING

Under existing conditions, 7 outlets discharge to Drain 27 for a combined peak 100-Year, 24-Hour discharge of 401 CFS. The combined peak discharge rates were calculated by combining the discharge hydrographs at each outlet and reporting the max discharge at a given timestep. In addition to the outlets that discharge directly into Drain 27 one outlet discharges into the existing storm sewer system at 45th St S. The runoff that drains to the 45th St system flows north to 52nd Ave S, where it combines with the 52nd Ave S trunk storm sewer that flows west into Drain 27. This flow will be incorporated into the future master plans and will no longer contribute to the existing storm sewer network. There is a relatively high ridge that divides the Drain 27 and Drain 53 drainage areas. There are 4 outlets to the I-29 right of way that discharges to Drain 53. The combined peak discharge to Drain 53 is 337 CFS. **Figure 5** summarizes the locations and peak discharges at each outlet point, as well as peak water surface inundation mapping for each subcatchment.

The existing peak discharge rate into the drains is limited by the size of the side inlet pipes through the Drains 27 and 53 embankments. Additionally, there are interior culverts between fields that limit flow to the side inlet pipes. At each culvert crossing and outlet pipe there is a large amount of storage available in the fields that acts to attenuate existing conditions discharges.

OPTION 1

Under future conditions all runoff from the study area is routed to Drain 27. Drain 53 was not utilized as it would require extensive improvements to provide capacity for the higher runoff rates that would be anticipated with development. The improvements to Drain 53 would be required in addition to the improvements required along Drain 27. The combined length of storm sewer, storage pond area, storage pond volume, and peak discharge rate for each trunk sewer is summarized in **Table 2**. The combined peak discharge from all trunk storm sewers is 1,007 cfs. The combined peak discharge to Drain 27 is dictated primarily by the discharges from the individual detention ponds, which were developed based on the City's storage volume calculator. The combined peak discharge exceeds the existing conditions peak discharge. This is due to a reduction in the attenuation from the storage volume and limited pipe capacity of the existing conditions.

Table 2 - Option 1 Peak Discharge Summary

Trunk Sewer	Trunk Storm Sewer Length (ft)	Combined Area of Storage Ponds (acres)	Combined Storage Volume (ac-ft)	100-Year, 24-Hour Peak Discharge (cfs)
Trunk 1	10,085	25.9	142.3	197
Trunk 2	10,205	36.3	200.2	297
Trunk 3	9,465	36.7	202.8	297
Trunk 4	9,820	34.8	192.4	219
Total	30,575	133.7	737.7	1007*

* Total peak discharge is based on the highest combine outflow at a given time step.

The distinctly separated trunk sewer system offers somewhat greater flexibility to construct the public infrastructure in phases as development occurs. However, once a trunk storm sewer is in place, the capacity of the system becomes fixed, and it becomes imperative that rate control for developments is strictly enforced. Small variations at each contributing development could compound to a lack of capacity at the outfall.

Option 1 utilizes 4 pump stations while Option 2 utilizes only 1 pump station. This presents an additional maintenance nuisance for the City. Lastly, the cost of Option 1 far exceeds the cost of Option 2, primarily due to the large amount of subsurface conveyance infrastructure and pump stations required.

OPTION 2

Option 2 assumes all runoff under future conditions in the development area will discharge to Drain 27. The proposed outlet for the regional detention facility will discharge into Drain 27 near 55th Ave S. This single outlet point will have a peak 100-Year, 24-Hour discharge of 345 CFS. The reduction in the peak outflow is largely due to the three ponds with a combined top area of 221 acres, and a total live storage volume of 1,271 AC-FT.

The primary benefits of Option 2 are the relatively low cost in comparison to Option 1 and the ability to construct the ponds in phases as development occurs. One downfall of Option 2 is that it requires a costly upfront purchase of the Oak Grove Lutheran School property by the City without certainty on the speed or direction of which development will occur in the area. However, the risk of this purchase is somewhat offset by the potential for future sales of the property. In fact, the entire parcel is not expected to be required for the regional facility, and a resale of portions of the property is already factored in to the cost estimate for Option 2. Coordination with the Fargo Park District is another potential obstacle; however, other land purchase possibilities could be explored during development to place the ponds in alternate locations. Lastly, Option 2 relies on open channels for conveyance of runoff to the regional facility. The perception of these open channels by developers and the open public is not known. Maintenance of these open channels as well as the overall regional facility will be the responsibility of the City, which provides the City with flexibility and control over the facility. The maintenance cost is likely to be comparable to the cost to maintain a large storm sewer network, similar to those proposed in Option 1.

RESULTS COMPARISON

A comparison of the peak discharge results for the discharge to Drain 27 under existing conditions, Option 1, and Option 2 are provided in **Table 3**.

Table 3 - Drain 27 Peak Discharge Results Summary

Alternative	Number of Discharge Points	100-Year, 24-Hour Peak Discharge (cfs)
Existing Conditions	7	401
Option 1	4	1,007
Option 2	1	345

ESTIMATED COSTS

As part of this study Opinions of Probable Cost (OPC) for both Option 1 and Option 2 were developed. Unit prices for the OPCs were based on historical unit prices from the previous 5 years of data from the following sources: City of Fargo Masterworks; NDDOT Annual Average Bid Prices; MnDOT Annual Average Bid Prices; and bid tabs from City of Moorhead projects.

Detailed information for the two Master Plan Options are presented below, as well as the assumptions used to develop the unit prices. Also discussed is the potential variability in unit prices due to phasing and other factors. To account for this variability and the preliminary nature of this design phase, the OPC reflects total project costs with a 25% contingency.

OPTION 1

The OPC for Option 1 is estimated to be approx. \$54,500,000. A concept level OPC including bid items summarized by individual trunk storm is attached as **Figure 6**. Storm sewer trunk lines and lift stations at the downstream end of each trunk line are the driving factors of the cost for this option. Also presented in the OPC is the assessment cost per acre, in which Option 1 is estimated at approx. \$25,350/acre.

OPTION 2

Option 2 has an OPC of approx. \$38,500,000. As discussed previously in this memo, this option utilizes two regional ponds. The predominate costs associated with this option are excavation and land acquisition. Refer to the **Figure 7** for a detailed OPC of Option 2. The assessment cost for Option 2 is estimated at \$19,350/acre.

ASSUMPTIONS

Several assumptions and techniques were used to develop quantities and unit prices for the OPCs, as presented in the following sections.

Earthwork

Earthwork for the two options was calculated by creating volume surfaces between the existing LiDAR surface and proposed finished grade surfaces, all of which were adjusted to account for topsoil. The existing topsoil depth was assumed to be 1', and the proposed topsoil depth in all areas other than the dead storage footprint was 0.5'. A depth of 1' was selected based on previous projects in the area, however, topsoil depths can vary significantly in the Red River Valley which could affect volumes and costs of the earthwork items in the estimate. Site specific soil borings should be performed to better understand the existing topsoil depths.

Ditch Grading

The Ditch Grading unit price was derived from the Southeast Cass Water Resource District plans for the *Drain #27 Drainage and Flood Control Improvements* project dated September 30, 2009 by Moore Engineering, Inc. It was assumed that the existing and proposed cross-sections in the portion of Drain #27 south from 76th Ave S to 64th Ave S would be relatively similar to the previously improved stretch from 64th Ave S to 52nd Ave S. From there, a lineal foot unit price for Ditch Grading was developed by estimating the earthwork quantities

(excavation, embankment, topsoil strip/spread) in the 2009 plans, applying the current unit prices for such items, and adding a 25% buffer to cover incidentals such as erosion control, storm sewer, and utility relocates.

Lift Stations

The unit price for the lift stations was based on the estimated size as presented in the stormwater analysis portion of this memo and was developed by referencing historical prices for lift stations of similar size and scope. A detailed cost breakdown of lift station components, including pumps, gates, concrete, reinforcing steel, etc. was not performed during this study.

Unit Prices For Earthwork, Storm Sewer, Box Culverts, Incidentals

Referencing the sources listed above, the unit prices for the remaining items were created by evaluating historical prices from previous projects with similar ranges of quantities. If the unit price for a particular OPC item was not available, next available sized item was reviewed and a unit price was estimated.

Land Acquisition Costs

A unit price of \$25,000 per acre was provided by the City of Fargo for use within the OPC. No additional research was performed on land prices as part of this study.

VARIABILITY IN UNIT PRICES

The Opinion of Probable Cost presented in this memo represents the entire stormwater system being constructed at once. However, several factors may affect the actual construction prices of the stormwater master plan area. Most of these factors will depend on the phasing of development and construction. For example, final buildout may occur several years after the first phase. In that case the market, standard design and construction practices, permitting, and other regulations in the future may vary significantly from today, thus leading to increased construction prices.

Some construction bid item unit prices, specifically earthwork, vary considerably between projects in a given year. To demonstrate the potential fluctuation, the overall cost for each option was reported with the unit prices for excavation and embankment varying from \$3/CY to \$9/CY. Due to the larger quantity of earthwork in Option 2, the gap between Option 1 and Option 2 narrowed from approx. \$16,000,000 when using \$3/CY to \$8,000,000 when using \$9/CY. The key takeaway though is that even at the higher unit price for earthwork, Option 2 is still the more economical option.

Furthermore, the data sources referenced to develop unit prices for the box culverts did not have sufficient sample sizes to the extent of this project. That is, historical prices were of typical box culvert installation projects, in which they were installed for a single roadway crossing at a time. In the case of this project, the box culverts are used as storm sewer trunk lines, composing roughly 2.6 miles of the network. Therefore, it is uncertain if typical unit prices would be expected or if a discounted rate would prevail due to the large volume of product.

CONCLUSION

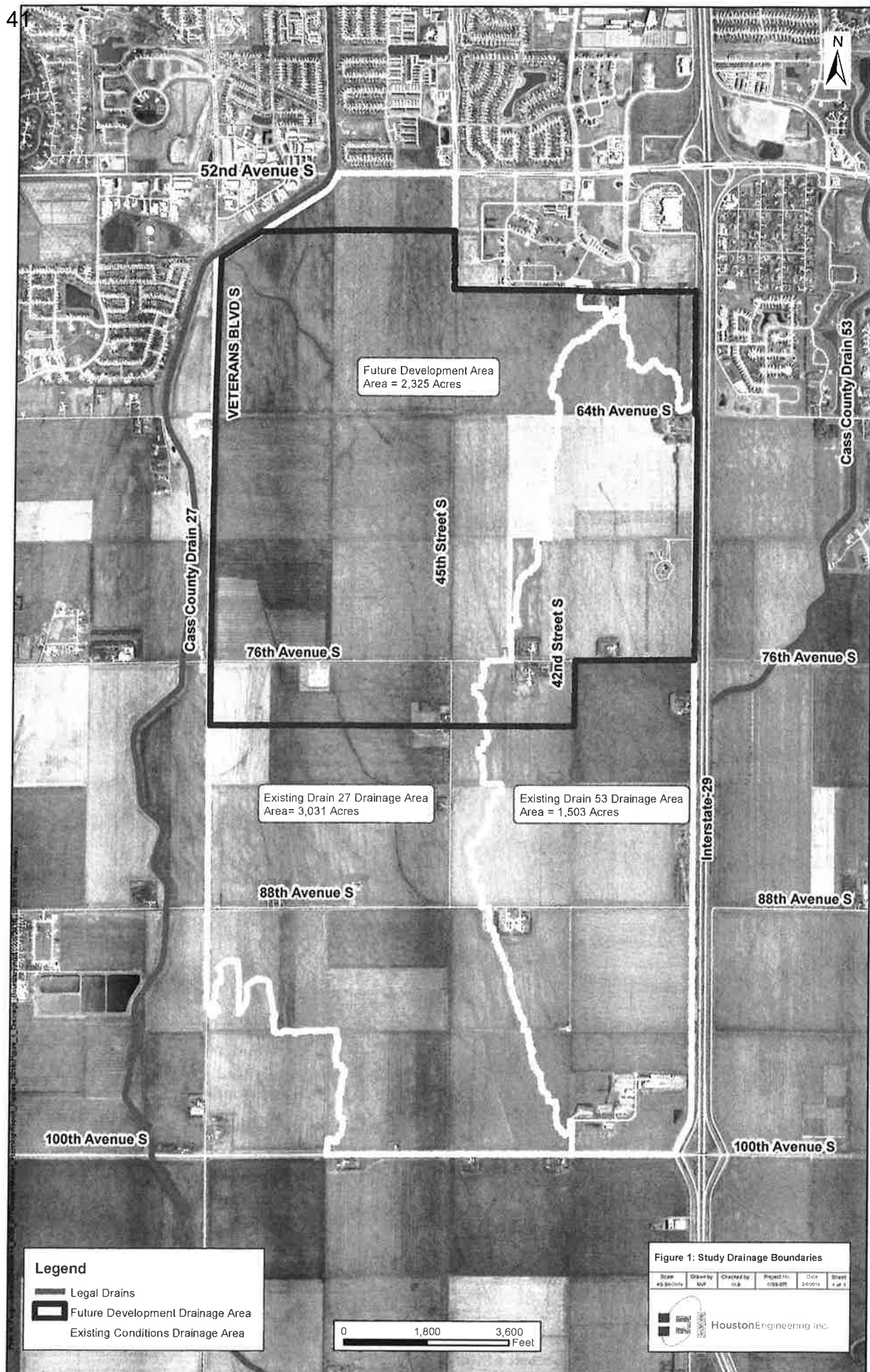
In summary, both future condition options analyzed are considered feasible designs. This is supported by this technical memorandum and its attachments. Option 1 more closely matches the standard practices employed by recent developments within the City. However, Option 2 presents an alternative that has the potential for considerable cost savings in comparison to standard practices. Option 2 also has secondary benefits that include improved aesthetics in the study area, space for parks, and an opportunity to create regional trails along the regional detention facility that could connect existing trail systems along Drain 27 and Drain 53. A summary and comparison of the costs for the two alternatives are attached as **Figure 8**.

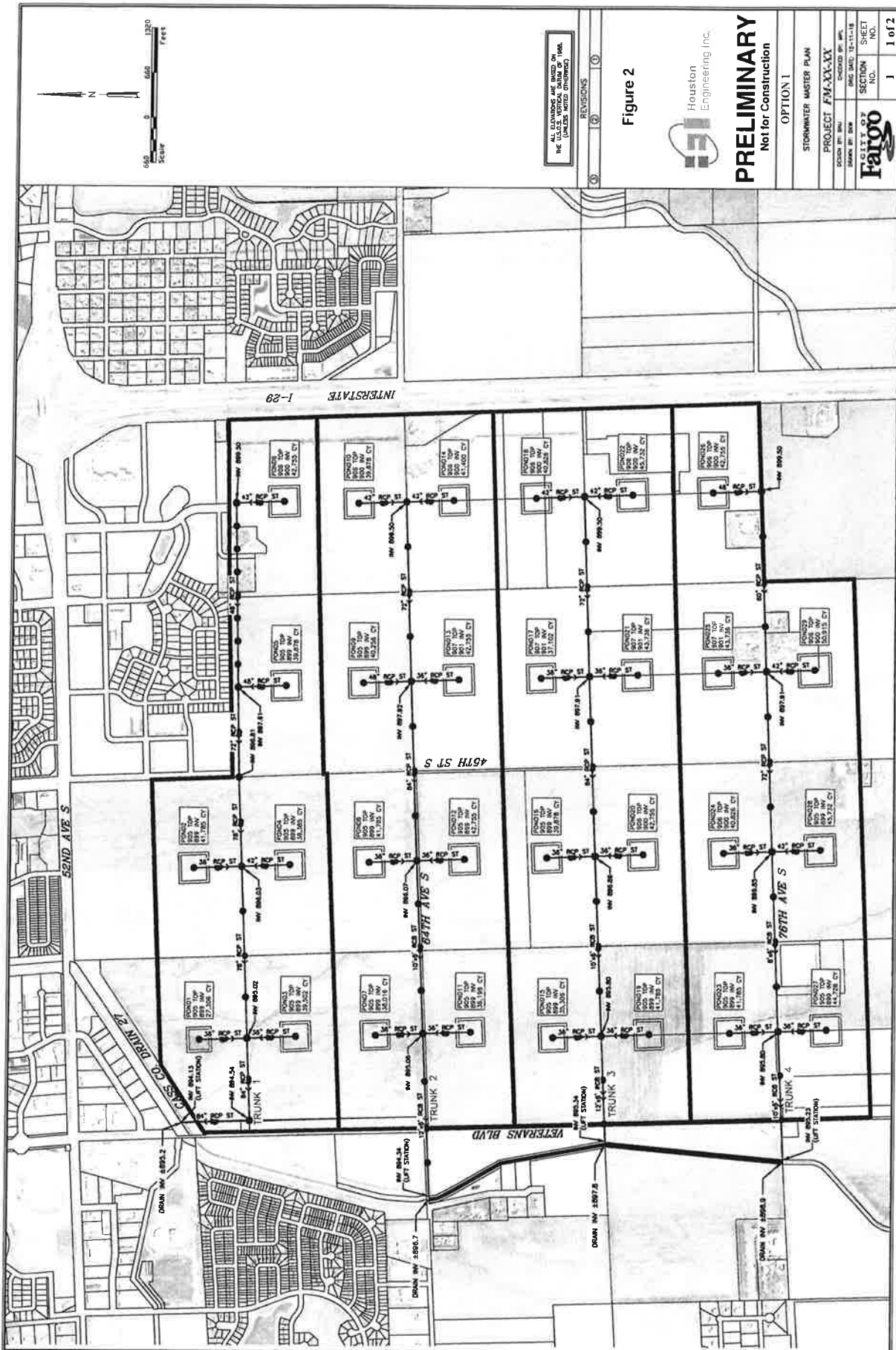
The master plan alternatives should be considered to be at a concept level. In the future, the master planning effort should continue to be refined as additional information regarding future developments is acquired.

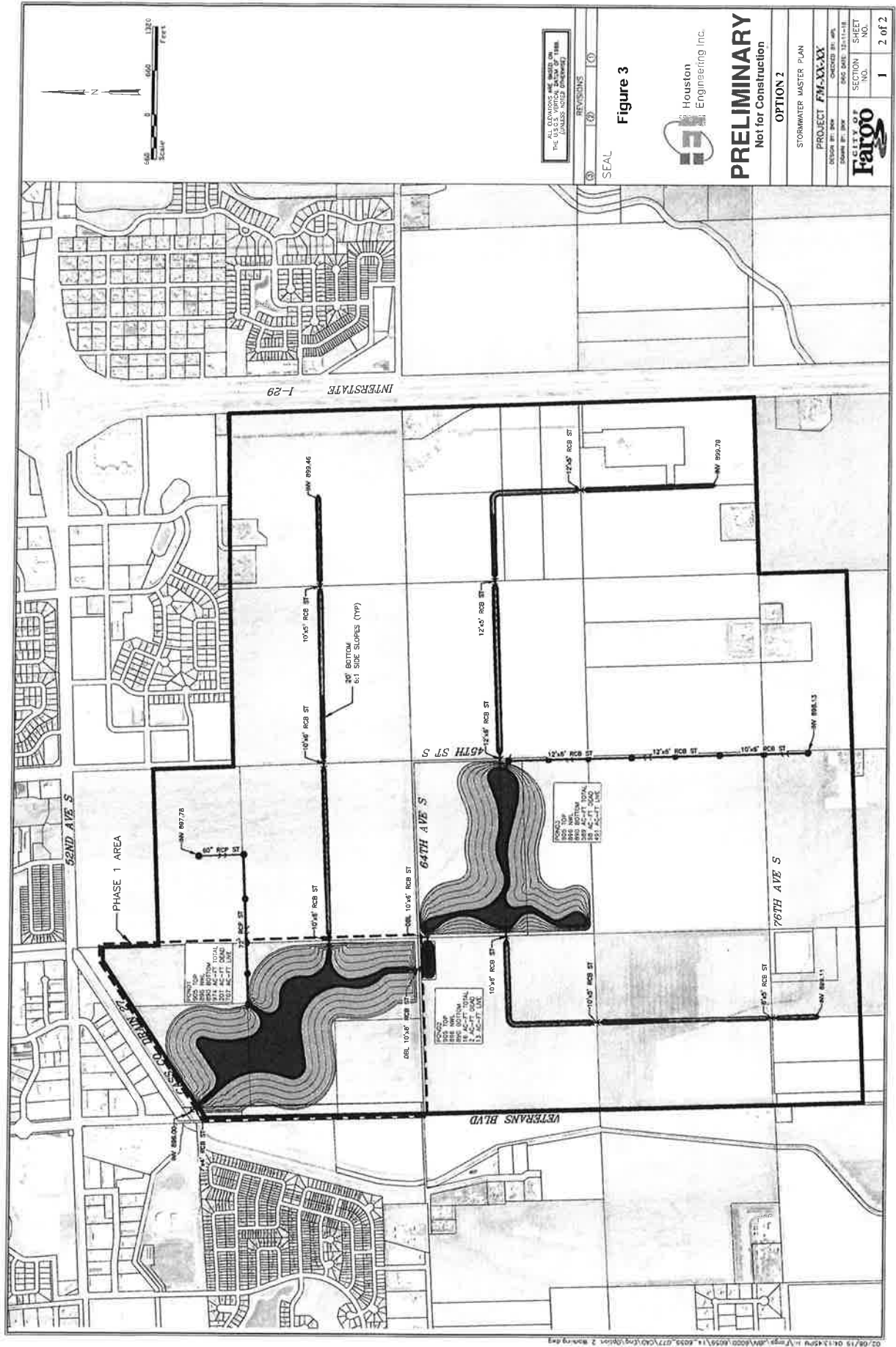


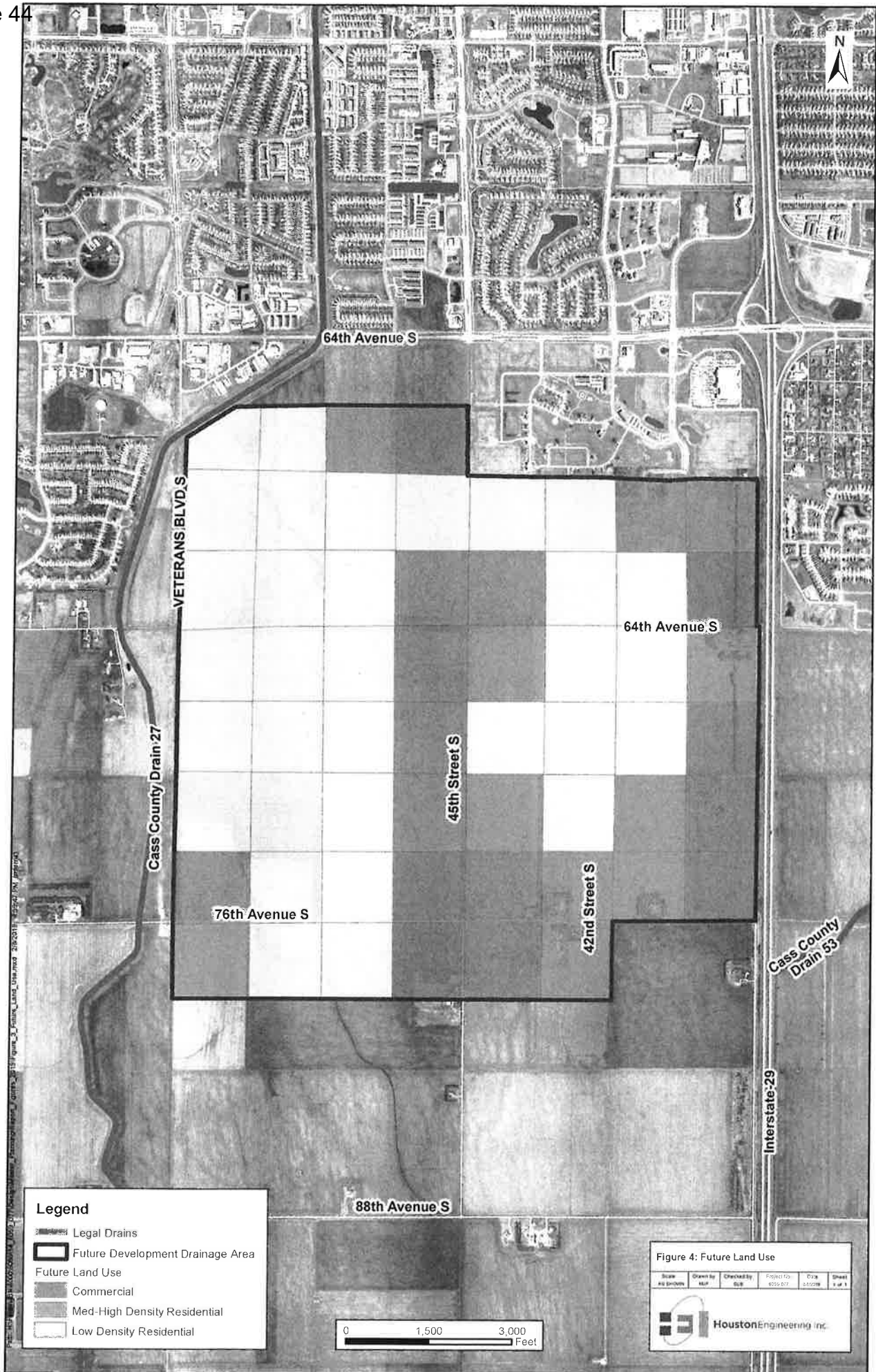
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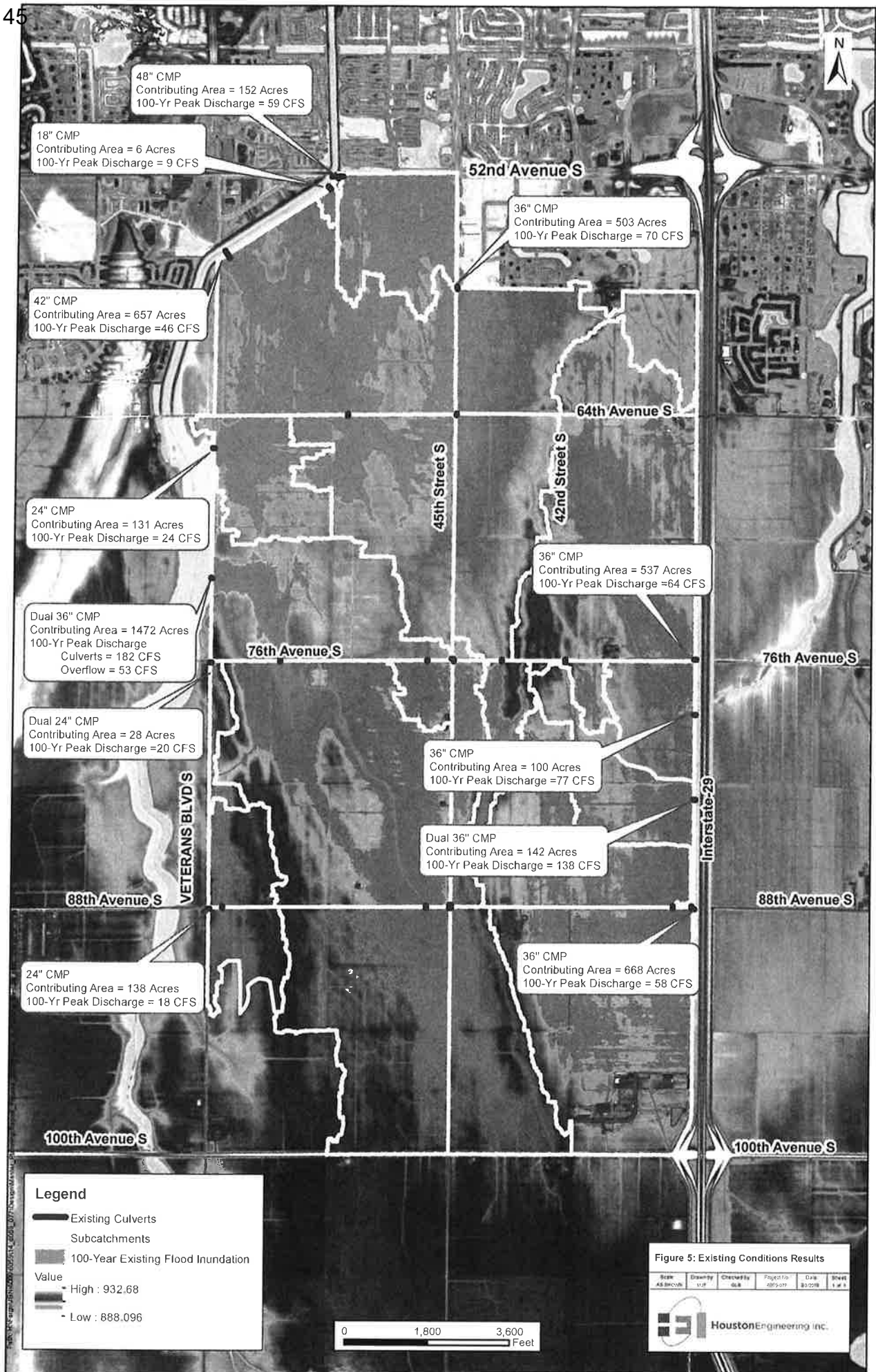




Figure 6
ENGINEER'S OPINION OF PROBABLE COST
Southwest Metro Area Storm Sewer Master Plan
Option 1
02/08/2019

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Trunk 1					
Public Infrastructure					
0000-1010-00000	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00
1500-9N2C-00000	F&I Saddle Manhole Reinf Conc	6	EA	\$ 11,000.00	\$ 66,000.00
1500-AN2C-DF060	F&I Manhole 6' Dia Reinf Conc	7	EA	\$ 5,000.00	\$ 35,000.00
1500-AN2C-DF080	F&I Manhole 8' Dia Reinf Conc	1	EA	\$ 9,000.00	\$ 9,000.00
1500-AN2C-X000E	F&I Manhole Type E Reinf Conc	6	EA	\$ 25,000.00	\$ 150,000.00
1500-LN10-00000	F&I Lift Station	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
1500-PN5C-D0480	F&I Pipe 48" Dia Reinf Conc	2,705	LF	\$ 150.00	\$ 405,750.00
1500-PN5C-D0720	F&I Pipe 72" Dia Reinf Conc	2,635	LF	\$ 400.00	\$ 1,054,000.00
1500-PN5C-D0780	F&I Pipe 78" Dia Reinf Conc	2,520	LF	\$ 500.00	\$ 1,260,000.00
1500-PN5C-D0840	F&I Pipe 84" Dia Reinf Conc	2,225	LF	\$ 600.00	\$ 1,335,000.00
1500-TN9R-00000	F&I Rip Rap Rock	55	CY	\$ 100.00	\$ 5,500.00
1500-WN2C-D0840	F&I Flared End Section 84" Dia Reinf Conc	1	EA	\$ 10,000.00	\$ 10,000.00
Public Infrastructure Subtotal					\$ 6,530,250.00
Private Ponds					
1500-AN2C-DF050	F&I Manhole 5' Dia Reinf Conc	3	EA	\$ 4,200.00	\$ 12,600.00
1500-AN2C-DF060	F&I Manhole 6' Dia Reinf Conc	3	EA	\$ 5,000.00	\$ 15,000.00
1500-JN20-00000	F&I Outlet Structure	6	EA	\$ 10,000.00	\$ 60,000.00
1500-PN5C-D0360	F&I Pipe 36" Dia Reinf Conc	2,145	LF	\$ 100.00	\$ 214,500.00
1500-PN5C-D0420	F&I Pipe 42" Dia Reinf Conc	1,430	LF	\$ 135.00	\$ 193,050.00
1500-PN5C-D0480	F&I Pipe 48" Dia Reinf Conc	715	LF	\$ 150.00	\$ 107,250.00
1500-TN9R-00000	F&I Rip Rap Rock	40	CY	\$ 100.00	\$ 4,000.00
1500-WN2C-D0360	F&I Flared End Section 36" Dia Reinf Conc	3	EA	\$ 2,200.00	\$ 6,600.00
1500-WN2C-D0420	F&I Flared End Section 42" Dia Reinf Conc	2	EA	\$ 3,300.00	\$ 6,600.00
1500-WN2C-D0480	F&I Flared End Section 48" Dia Reinf Conc	1	EA	\$ 2,500.00	\$ 2,500.00
2000-A090-00000	Topsoil - Strip	41,725	CY	\$ 2.00	\$ 83,450.00
2000-B090-00000	Topsoil - Spread	20,865	CY	\$ 2.00	\$ 41,730.00
2000-X090-00000	Excavation	229,611	CY	\$ 3.00	\$ 688,833.00
3100-M070-X0001	Mulching Type 1 - Hydro	125,180	SY	\$ 0.40	\$ 50,072.00
3100-S070-X000B	Seeding Type B	125,180	SY	\$ 0.40	\$ 50,072.00
3100-W070-X000B	Weed Control Type B	125,180	SY	\$ 0.10	\$ 12,518.00
Private Ponds Subtotal					\$ 1,548,775.00
Land Costs					
Land Acquisition	Private Ponds	28	AC	\$ 25,000.00	\$ 700,000.00
Land Costs Subtotal					\$ 700,000.00
Subtotal					\$ 8,779,025.00
25% Contingency					\$ 2,194,756.25
Estimated Total					\$ 10,973,781.25



Figure 6
ENGINEER'S OPINION OF PROBABLE COST
Southwest Metro Area Storm Sewer Master Plan
Option 1
02/08/2019

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Trunk 2					
Public Infrastructure					
0000-1010-00000	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00
1500-9N2C-00000	F&I Saddle Manhole Reinf Conc	4	EA	\$ 11,000.00	\$ 44,000.00
1500-	F&I Box Culvert Saddle Manhole	8	EA	\$ 5,000.00	\$ 40,000.00
1500-AN2C-X000E	F&I Manhole Type E Reinf Conc	4	EA	\$ 25,000.00	\$ 100,000.00
1500-LN10-00000	F&I Lift Station	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
1500-PN5C-D0720	F&I Pipe 72" Dia Reinf Conc	2,640	LF	\$ 400.00	\$ 1,056,000.00
1500-PN5C-D0840	F&I Pipe 84" Dia Reinf Conc	2,640	LF	\$ 600.00	\$ 1,584,000.00
1500-TN9R-00000	F&I Rip Rap Rock	50	CY	\$ 100.00	\$ 5,000.00
1500-XN5C-E1006	F&I Box Culvert 10'x6' Wide Reinf Conc	2,540	LF	\$ 850.00	\$ 2,159,000.00
1500-XN5C-E1206	F&I Box Culvert 12'x6' Wide Reinf Conc	2,385	LF	\$ 1,000.00	\$ 2,385,000.00
1500-	F&I Box Culvert 12'x6' Wide Reinf Conc End Section	1	EA	\$ 22,000.00	\$ 22,000.00
Public Infrastructure Subtotal					\$ 9,595,000.00
Private Ponds					
1500-AN2C-DF050	F&I Manhole 5' Dia Reinf Conc	5	EA	\$ 4,200.00	\$ 21,000.00
1500-AN2C-DF060	F&I Manhole 6' Dia Reinf Conc	3	EA	\$ 5,000.00	\$ 15,000.00
1500-JN20-00000	F&I Outlet Structure	8	EA	\$ 10,000.00	\$ 80,000.00
1500-PN5C-D0360	F&I Pipe 36" Dia Reinf Conc	3,575	LF	\$ 100.00	\$ 357,500.00
1500-PN5C-D0420	F&I Pipe 42" Dia Reinf Conc	1,430	LF	\$ 135.00	\$ 193,050.00
1500-PN5C-D0480	F&I Pipe 48" Dia Reinf Conc	715	LF	\$ 150.00	\$ 107,250.00
1500-TN9R-00000	F&I Rip Rap Rock	70	CY	\$ 100.00	\$ 7,000.00
1500-WN2C-D0360	F&I Flared End Section 36" Dia Reinf Conc	5	EA	\$ 2,200.00	\$ 11,000.00
1500-WN2C-D0420	F&I Flared End Section 42" Dia Reinf Conc	2	EA	\$ 3,300.00	\$ 6,600.00
1500-WN2C-D0480	F&I Flared End Section 48" Dia Reinf Conc	1	EA	\$ 2,500.00	\$ 2,500.00
2000-A090-00000	Topsoil - Strip	58,580	CY	\$ 2.00	\$ 117,160.00
2000-B090-00000	Topsoil - Spread	29,290	CY	\$ 2.00	\$ 58,580.00
2000-X090-00000	Excavation	323,050	CY	\$ 3.00	\$ 969,150.00
3100-M070-X0001	Mulching Type 1 - Hydro	175,750	SY	\$ 0.40	\$ 70,300.00
3100-S070-X000B	Seeding Type B	175,750	SY	\$ 0.40	\$ 70,300.00
3100-W070-X000B	Weed Control Type B	175,750	SY	\$ 0.10	\$ 17,575.00
Private Ponds Subtotal					\$ 2,103,965.00
Land Costs					
Land Acquisition	Private Ponds	40	AC	\$ 25,000.00	\$ 1,000,000.00
Land Costs Subtotal					\$ 1,000,000.00
Subtotal					\$ 12,698,965.00
25% Contingency					\$ 3,174,741.25
Estimated Total					\$ 15,873,706.25



Figure 6
ENGINEER'S OPINION OF PROBABLE COST
Southwest Metro Area Storm Sewer Master Plan
Option 1
02/08/2019

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Trunk 3					
Public Infrastructure					
0000-1010-00000	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00
1500-9N2C-00000	F&I Saddle Manhole Reinf Conc	4	EA	\$ 11,000.00	\$ 44,000.00
1500-	F&I Box Culvert Saddle Manhole	7	EA	\$ 5,000.00	\$ 35,000.00
1500-AN2C-X000E	F&I Manhole Type E Reinf Conc	4	EA	\$ 25,000.00	\$ 100,000.00
1500-LN10-00000	F&I Lift Station	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
1500-PN5C-D0720	F&I Pipe 72" Dia Reinf Conc	2,645	LF	\$ 400.00	\$ 1,058,000.00
1500-PN5C-D0840	F&I Pipe 84" Dia Reinf Conc	2,640	LF	\$ 600.00	\$ 1,584,000.00
1500-TN9R-00000	F&I Rip Rap Rock	50	CY	\$ 100.00	\$ 5,000.00
1500-XN5C-E1006	F&I Box Culvert 10'x6' Wide Reinf Conc	2,640	LF	\$ 850.00	\$ 2,244,000.00
1500-XN5C-E1206	F&I Box Culvert 12'x6' Wide Reinf Conc	1,540	LF	\$ 1,000.00	\$ 1,540,000.00
1500-	F&I Box Culvert 12'x6' Wide Reinf Conc End Section	1	EA	\$ 22,000.00	\$ 22,000.00
2000-R050-00000	Ditch Grading	2,765	LF	\$ 350.00	\$ 967,750.00
Public Infrastructure Subtotal					\$ 8,832,000.00
Private Ponds					
1500-AN2C-DF050	F&I Manhole 5' Dia Reinf Conc	6	EA	\$ 4,200.00	\$ 25,200.00
1500-AN2C-DF060	F&I Manhole 6' Dia Reinf Conc	2	EA	\$ 5,000.00	\$ 10,000.00
1500-JN20-00000	F&I Outlet Structure	8	EA	\$ 10,000.00	\$ 80,000.00
1500-PN5C-D0360	F&I Pipe 36" Dia Reinf Conc	4,290	LF	\$ 100.00	\$ 429,000.00
1500-PN5C-D0420	F&I Pipe 42" Dia Reinf Conc	1,430	LF	\$ 135.00	\$ 193,050.00
1500-TN9R-00000	F&I Rip Rap Rock	65	CY	\$ 100.00	\$ 6,500.00
1500-WN2C-D0360	F&I Flared End Section 36" Dia Reinf Conc	6	EA	\$ 2,200.00	\$ 13,200.00
1500-WN2C-D0420	F&I Flared End Section 42" Dia Reinf Conc	2	EA	\$ 3,300.00	\$ 6,600.00
2000-A090-00000	Topsoil - Strip	59,290	CY	\$ 2.00	\$ 118,580.00
2000-B090-00000	Topsoil - Spread	29,645	CY	\$ 2.00	\$ 59,290.00
2000-X090-00000	Excavation	327,120	CY	\$ 3.00	\$ 981,360.00
3100-M070-X0001	Mulching Type 1 - Hydro	177,865	SY	\$ 0.40	\$ 71,146.00
3100-S070-X000B	Seeding Type B	177,865	SY	\$ 0.40	\$ 71,146.00
3100-W070-X000B	Weed Control Type B	177,865	SY	\$ 0.10	\$ 17,786.50
Private Ponds Subtotal					\$ 2,082,858.50
Land Costs					
Land Acquisition	Private Ponds	40	AC	\$ 25,000.00	\$ 1,000,000.00
Land Costs Subtotal					\$ 1,000,000.00
				Subtotal	\$ 11,914,858.50
				25% Contingency	\$ 2,978,714.63
				Estimated Total	\$ 14,893,573.13



Figure 6
ENGINEER'S OPINION OF PROBABLE COST
Southwest Metro Area Storm Sewer Master Plan
Option 1
02/08/2019

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Trunk 4					
Public Infrastructure					
0000-1010-00000	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00
1500-9N2C-00000	F&I Saddle Manhole Reinf Conc	2	EA	\$ 11,000.00	\$ 22,000.00
1500-	F&I Box Culvert Saddle Manhole	7	EA	\$ 5,000.00	\$ 35,000.00
1500-AN2C-DF080	F&I Manhole 8' Dia Reinf Conc	5	EA	\$ 9,000.00	\$ 45,000.00
1500-AN2C-X000E	F&I Manhole Type E Reinf Conc	3	EA	\$ 25,000.00	\$ 75,000.00
1500-LN10-00000	F&I Lift Station	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
1500-PN5C-D0600	F&I Pipe 60" Dia Reinf Conc	2,650	LF	\$ 170.00	\$ 450,500.00
1500-PN5C-D0720	F&I Pipe 72" Dia Reinf Conc	2,650	LF	\$ 400.00	\$ 1,060,000.00
1500-TN9R-00000	F&I Rip Rap Rock	45	CY	\$ 100.00	\$ 4,500.00
1500-XN5C-	F&I Box Culvert 8'x6' Wide Reinf Conc	2,640	LF	\$ 700.00	\$ 1,848,000.00
1500-XN5C-E1006	F&I Box Culvert 10'x6' Wide Reinf Conc	1,880	LF	\$ 850.00	\$ 1,598,000.00
1500-	F&I Box Culvert 10'x6' Wide Reinf Conc End Section	1	EA	\$ 16,000.00	\$ 16,000.00
2000-R050-00000	Ditch Grading	2,665	LF	\$ 350.00	\$ 932,750.00
Public Infrastructure Subtotal					\$ 7,354,000.00
Private Ponds					
1500-AN2C-DF050	F&I Manhole 5' Dia Reinf Conc	4	EA	\$ 4,200.00	\$ 16,800.00
1500-AN2C-DF060	F&I Manhole 6' Dia Reinf Conc	3	EA	\$ 5,000.00	\$ 15,000.00
1500-JN20-00000	F&I Outlet Structure	7	EA	\$ 10,000.00	\$ 70,000.00
1500-PN5C-D0360	F&I Pipe 36" Dia Reinf Conc	2,860	LF	\$ 100.00	\$ 286,000.00
1500-PN5C-D0420	F&I Pipe 42" Dia Reinf Conc	1,430	LF	\$ 135.00	\$ 193,050.00
1500-PN5C-D0480	F&I Pipe 48" Dia Reinf Conc	715	LF	\$ 150.00	\$ 107,250.00
1500-TN9R-00000	F&I Rip Rap Rock	60	CY	\$ 100.00	\$ 6,000.00
1500-WN2C-D0360	F&I Flared End Section 36" Dia Reinf Conc	4	EA	\$ 2,200.00	\$ 8,800.00
1500-WN2C-D0420	F&I Flared End Section 42" Dia Reinf Conc	2	EA	\$ 3,300.00	\$ 6,600.00
1500-WN2C-D0480	F&I Flared End Section 48" Dia Reinf Conc	1	EA	\$ 2,500.00	\$ 2,500.00
2000-A090-00000	Topsoil - Strip	56,085	CY	\$ 2.00	\$ 112,170.00
2000-B090-00000	Topsoil - Spread	28,040	CY	\$ 2.00	\$ 56,080.00
2000-X090-00000	Excavation	310,475	CY	\$ 3.00	\$ 931,425.00
3100-M070-X0001	Mulching Type 1 - Hydro	168,255	SY	\$ 0.40	\$ 67,302.00
3100-S070-X000B	Seeding Type B	168,255	SY	\$ 0.40	\$ 67,302.00
3100-W070-X000B	Weed Control Type B	168,255	SY	\$ 0.10	\$ 16,825.50
Private Ponds Subtotal					\$ 1,963,104.50
Land Costs					
Land Acquisition	Private Ponds	38	AC	\$ 25,000.00	\$ 950,000.00
Land Costs Subtotal					\$ 950,000.00
Subtotal					\$ 10,267,104.50
25% Contingency					\$ 2,566,776.13
Estimated Total					\$ 12,833,880.63



Figure 7
ENGINEER'S OPINION OF PROBABLE COST
Southwest Metro Area Storm Sewer Master Plan
Option 2
02/08/2019

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Public Infrastructure					
0000-1010-00000	Mobilization	1	LS	\$ 500,000.00	\$ 500,000.00
1500-9N2C-00000	F&I Saddle Manhole Reinf Conc	2	EA	\$ 11,000.00	\$ 22,000.00
1500-	F&I Box Culvert Saddle Manhole	9	EA	\$ 5,000.00	\$ 45,000.00
1500-AN2C-X000E	F&I Manhole Type E Reinf Conc	4	EA	\$ 25,000.00	\$ 100,000.00
1500-LN10-00000	F&I Lift Station	1	LS	\$ 5,000,000.00	\$ 5,000,000.00
1500-PN5C-D0600	F&I Pipe 60" Dia Reinf Conc	675	LF	\$ 170.00	\$ 114,750.00
1500-PN5C-D0720	F&I Pipe 72" Dia Reinf Conc	2,295	LF	\$ 400.00	\$ 918,000.00
1500-TN9R-00000	F&I Rip Rap Rock	850	CY	\$ 100.00	\$ 85,000.00
1500-WN2C-D0720	F&I Flared End Section 72" Dia Reinf Conc	1	EA	\$ 7,000.00	\$ 7,000.00
1500-XN5C-	F&I Box Culvert 7'x4' Wide Reinf Conc	265	LF	\$ 600.00	\$ 159,000.00
1500-XN5C-	F&I Box Culvert 8'x5' Wide Reinf Conc	175	LF	\$ 650.00	\$ 113,750.00
1500-XN5C-E1005	F&I Box Culvert 10'x5' Wide Reinf Conc	370	LF	\$ 800.00	\$ 296,000.00
1500-XN5C-E1006	F&I Box Culvert 10'x6' Wide Reinf Conc	1,960	LF	\$ 850.00	\$ 1,666,000.00
1500-XN5C-	F&I Box Culvert 12'x5' Wide Reinf Conc	365	LF	\$ 950.00	\$ 346,750.00
1500-XN5C-E1206	F&I Box Culvert 12'x6' Wide Reinf Conc	3,535	LF	\$ 1,000.00	\$ 3,535,000.00
1500-XN5C-	F&I Box Culvert Double 10'x6' Wide Reinf Conc	450	LF	\$ 1,400.00	\$ 630,000.00
1500-	F&I Box Culvert 7'x4' Wide Reinf Conc End Section	2	EA	\$ 10,000.00	\$ 20,000.00
1500-	F&I Box Culvert 8'x5' Wide Reinf Conc End Section	2	EA	\$ 12,000.00	\$ 24,000.00
1500-	F&I Box Culvert 10'x5' Wide Reinf Conc End Section	4	EA	\$ 15,000.00	\$ 60,000.00
1500-	F&I Box Culvert 10'x6' Wide Reinf Conc End Section	6	EA	\$ 16,000.00	\$ 96,000.00
1500-	F&I Box Culvert 12'x5' Wide Reinf Conc End Section	4	EA	\$ 20,000.00	\$ 80,000.00
1500-	F&I Box Culvert 12'x6' Wide Reinf Conc End Section	3	EA	\$ 22,000.00	\$ 66,000.00
1500-	F&I Box Culvert Double 10'x6' Wide Reinf Conc End Section	4	EA	\$ 30,000.00	\$ 120,000.00
2000-A090-00000	Topsoil - Strip	414,850	CY	\$ 2.00	\$ 829,700.00
2000-B090-00000	Topsoil - Spread	159,150	CY	\$ 2.00	\$ 318,300.00
2000-N090-00000	Embankment	27,600	CY	\$ 3.00	\$ 82,800.00
2000-X090-00000	Excavation	2,234,450	CY	\$ 3.00	\$ 6,703,350.00
3100-M070-X0001	Mulching Type 1 - Hydro	954,800	SY	\$ 0.40	\$ 381,920.00
3100-S070-X000B	Seeding Type B	954,800	SY	\$ 0.40	\$ 381,920.00
3100-W070-X000B	Weed Control Type B	954,800	SY	\$ 0.10	\$ 95,480.00
3300-TN70-X0001	F&I Turf Reinf Mat Type 1	17,850	SY	\$ 2.00	\$ 35,700.00
Public Infrastructure Subtotal					\$ 22,833,420.00
Land Costs					
Land Acquisition	Area 1 (Oak Grove Lutheran School)	242	AC	\$ 25,000.00	\$ 6,050,000.00
Land Acquisition	Area 2 (Contractors Leasing)	3	AC	\$ 25,000.00	\$ 75,000.00
Land Acquisition	Area 3 (Fargo Park District)	86	AC	\$ 25,000.00	\$ 2,150,000.00
Land Acquisition	Ditches (150' R/W)	68	AC	\$ 25,000.00	\$ 1,700,000.00
Land Acquisition	Area 1 Resale	83	AC	\$ (25,000.00)	\$ (2,075,000.00)
Land Costs Subtotal					\$ 7,900,000.00
				Subtotal	\$ 30,733,420.00
				25% Contingency	\$ 7,683,355.00
				Estimated Total	\$ 38,416,775.00



Figure 8
ENGINEER'S OPINION OF PROBABLE COST
Southwest Metro Area Storm Sewer Master Plan
Summary
02/08/2019

Options Total Cost Summary

Option	Public Infrastructure	Private Ponds	Land Costs	Total	Total (w/25% Contingency)
Option 1	\$ 32,311,250	\$ 7,698,703	\$ 3,650,000	\$ 43,659,953	\$ 54,574,941
Trunk 1	\$ 6,530,250	\$ 1,548,775	\$ 700,000	\$ 8,779,025	\$ 10,973,781
Trunk 2	\$ 9,595,000	\$ 2,103,965	\$ 1,000,000	\$ 12,698,965	\$ 15,873,706
Trunk 3	\$ 8,832,000	\$ 2,082,859	\$ 1,000,000	\$ 11,914,859	\$ 14,893,573
Trunk 4	\$ 7,354,000	\$ 1,963,105	\$ 950,000	\$ 10,267,105	\$ 12,833,881
Option 2	\$ 22,833,420	\$ -	\$ 7,900,000	\$ 30,733,420	\$ 38,416,775

Options Assessment Summary

Option	Drainage Area (acres)	Assessment Area (acres)	Total Cost	Cost Per Acre
Option 1	2,299	2,153	\$ 54,574,941	\$ 25,348
Trunk 1	464	436	\$ 10,973,781	\$ 25,169
Trunk 2	634	594	\$ 15,873,706	\$ 26,723
Trunk 3	638	598	\$ 14,893,573	\$ 24,906
Trunk 4	563	525	\$ 12,833,881	\$ 24,445
Option 2	2,299	1,986	\$ 38,416,775	\$ 19,344

Cost Comparison for Variable Earthwork Unit Prices

Option	\$3/CY (as shown)		\$6/CY		\$9/CY	
	Total Cost	Cost Per Acre	Total Cost	Cost Per Acre	Total Cost	Cost Per Acre
Option 1	\$ 54,574,941	\$ 25,348	\$ 59,038,401	\$ 27,421	\$ 63,501,861	\$ 29,495
Trunk 1	\$ 10,973,781	\$ 25,169	\$ 11,834,823	\$ 27,144	\$ 12,695,864	\$ 29,119
Trunk 2	\$ 15,873,706	\$ 26,723	\$ 17,085,144	\$ 28,763	\$ 18,296,581	\$ 30,802
Trunk 3	\$ 14,893,573	\$ 24,906	\$ 16,120,273	\$ 26,957	\$ 17,346,973	\$ 29,008
Trunk 4	\$ 12,833,881	\$ 24,445	\$ 13,998,162	\$ 26,663	\$ 15,162,443	\$ 28,881
Option 2	\$ 38,416,775	\$ 19,344	\$ 46,899,463	\$ 23,615	\$ 55,382,150	\$ 27,886

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, entered into as February 25, 2019 (the "Effective Date"), by and between OAK GROVE FOUNDATION PROPERTIES, LLC, a North Dakota limited liability company ("OGFP"), and PARK CHRISTIAN SCHOOL, INC., a Minnesota non-profit corporation ("PCS") (OGFP and PCS are hereinafter, collectively, referred to as "Sellers" and may sometimes be referred to, individually, as a "Seller") and CITY OF FARGO, NORTH DAKOTA, a North Dakota municipal corporation ("Buyer").

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

1. **Property.** Sellers shall sell, and Buyer shall buy, that certain real property located in Cass County, North Dakota described and defined as the "Property" in the form of Contract for Deed attached hereto and incorporated herein as Exhibit A (the "Contract").

2. **Purchase Price and Payment.** The purchase price to be paid by Buyer to Sellers for the Property shall be \$6,720,450.00, payable pursuant to the Contract, and subject to closing adjustments as provided herein. One-half of the net sales proceeds shall be payable to each of OGFP and PCS.

3. **Title Examination.** Sellers have obtained and provided Buyer with an updated Abstract of Title for the Property (the "Abstract"). The last certification to the Abstract is dated January 16, 2019, at 6:59 a.m. (the "Certification Cutoff"). Buyer has examined the Abstract and has no objections to the matters included therein. Seller shall not create, suffer or permit any liens, judgements or other encumbrances against the Property after the Certification Cutoff other than those created by Buyer or approved by Buyer in writing.

4. **Closing.** The consummation of the transaction contemplated by this Agreement and the delivery of all documents and funds required hereunder (the "Closing") shall occur on or before the 27th day of February, 2019 (the "Closing Date").

(a) On the Closing Date, Sellers shall execute and deliver to Buyer the following:

- (i) The Contract (which shall also be executed by Sellers), together with the down payment contemplated thereunder, payable in immediately collectable funds.
- (ii) A FIRPTA Certificate, 1099-S, Seller's Affidavit in a form consistent with the form of deed to be given by Sellers and to assist the title company in removing the standard title policy exceptions covered thereby and all other documents affecting title to and possession of the Property and necessary to transfer or assign the same to Buyer.

- (b) The Closing shall take place at the offices of The Title Company, 35 4th St. N #102, Fargo, ND 58103 (the "Closing Agent"), or at such other reasonable location as may be agreed upon by Buyer and Sellers. Sellers agree to deliver physical possession of the Property to Buyer on the Closing Date. The Abstract shall belong to the Sellers until the moment of closing, at which time it shall become the property of Buyer.

5. **Adjustments.** Real estate taxes and installments of special assessments for the year prior to Closing (payable the year of Closing) and prior years shall be the responsibility of Sellers. Real estate taxes and installments of special assessments for the year of Closing (payable the year following Closing) and subsequent years shall be the responsibility of Buyer.

Sellers shall be responsible for preparation of the Contract and any costs and expenses of curing title objections. Buyer shall pay for costs related to updating the Abstract, all title examination fees, including any premiums for title insurance obtained for or by Buyer, any fees charged by the Closing Agent and the costs of recording the Contract.

6. **As-Is.** Buyer acknowledges that Buyer has had the opportunity to fully review and inspect the Property. Buyer further acknowledges that except as expressly provided otherwise herein: Buyer is purchasing the Property without warranty or representation by Sellers of any kind or nature; and Buyer is purchasing the Property in an AS-IS, WHERE-AS, WITH-ALL-FAULTS-AND-VIRTUES condition. By way of example, and not by way of limitation, Buyer acknowledges that it has been given the opportunity to conduct such soils, environmental and other tests of the Property as it desires to evaluate the Property for its use, and has evaluated the elevations and flood map designations for the Property, and Buyer acknowledges that Sellers make no representations or warranties of any nature whatsoever, express or implied, with respect to such matters.

7. **Risk of Loss/Damage/Destruction/Eminent Domain.** Prior to Closing, the risk of loss or damage to the Property shall remain with Sellers. If, prior to Closing, all or any part of the Property is damaged or destroyed by fire, flood, elements or any other cause, or any part thereof is taken or threatened to be taken by eminent domain, and in any such case Buyer determines (in Buyer's reasonable discretion) that such event has a material adverse affect on its intended use, then Buyer may terminate this Agreement by written notice to Sellers. Upon such termination, neither Sellers nor Buyer shall have any further obligation with respect to this Agreement. If Buyer elects to proceed and consummate this Agreement despite said event(s), Sellers shall assign to Buyer all of a Sellers' right, title and interest in and to all insurance proceeds and/or condemnation proceeds. In the event of any casualty or actual or threatened condemnation, Sellers shall contemporaneously provide copies of all written information and communication sent and received by Sellers, Sellers shall allow Buyer access to all persons involved with the resolution of any such

matter and Sellers shall afford Buyer the opportunity to participate in all communications and meetings regarding same.

8. **Assignment.** Buyer may not, without prior written consent of Sellers, assign its rights, duties and obligations under this Agreement, and even if consented to, such assignment shall not release Buyer from any of its obligations hereunder.

9. **Survival.** All of the terms, covenants, conditions, representations, warranties and agreements of this Agreement shall survive and continue in force and effect and shall be enforceable after the Closing Date and delivery of the Contract.

10. **Notices.** All notices under this Agreement must be in writing and are deemed given: (i) upon receipt or refusal of delivery, if personally delivered; (ii) on the day deposited with a nationally-recognized overnight courier, if deposited for next day delivery with all delivery charges pre-paid; and in any case to the following address:

If to Sellers: OAK GROVE FOUNDATION PROPERTIES, LLC
Attn: Daniel Bueide, President
1 2nd St. North, Suite 100
Fargo, ND 58102

And PARK CHRISTIAN SCHOOL, INC.
Attn: Chris Nellerroe, President
300 17th Street North
Moorhead, MN 56560

If to Buyer: CITY OF FARGO, NORTH DAKOTA
Attn: Bruce Grubb, City Administrator,
Fargo City Hall
225 4th Street North
Fargo, ND 58102;

AND,

CITY OF FARGO, NORTH DAKOTA
Attn: City Auditor
Fargo City Hall
225 4th Street North
Fargo, ND 58102

Any party may change its address for service of notice in the manner above specified. Notice delivered by a party's legal counsel is deemed notice given by such party for all purposes.

11. **Binding Effect/Entire Agreement/Modification.** This Agreement shall become effective and shall be binding upon the parties only after it has been executed by each of the parties. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and

inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties.

12. **Timing.** Time is of the essence as to all dates and time periods set forth in this Agreement. With respect to computation of time periods provided in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, and any time period provided in this Agreement which shall end on a day other than a Business Day shall automatically extend to, and end on, the next Business Day thereafter. "Business Day" means a day other than (i) a Saturday, Sunday or legal holiday on which banking institutions in the State of North Dakota are authorized to remain closed, or (ii) a day on which the New York Stock Exchange is closed.

13. **Construction/Interpretation.** This Agreement has been made and entered into under the laws of the State of North Dakota and said laws shall control its interpretation. The parties have each consulted and reviewed, or had opportunity to consult and review, this Agreement with their respective legal counsel, and no rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party. The headings/captions appearing in this Agreement are for convenience only, are not a part of and not to be considered when interpreting this Agreement. When used herein, the singular shall include the plural, the plural shall include the singular, and the use of one gender shall include all other genders, as and when the context so requires. This Agreement shall not be deemed to create any joint venture or partnership among Buyer and Sellers or to render Buyer and/or Sellers joint venturers or partners. Notwithstanding anything in this Agreement to the contrary, the obligations of a Seller to consummate the transactions contemplated by this Agreement are conditioned upon Buyer fulfilling all of its obligations to Sellers, and Buyer shall not be entitled to purchase only the interest of OGFP or PCS in the Property, but must fulfill its obligations under this Agreement with respect to both Sellers in order to purchase any interest in the Property.

14. **Counterparts/Facsimile Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement delivered as or by .pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.

15. **Forum/Legal Expense.** If any case, suit or proceeding shall be brought by one party to this Agreement against another party: (a) the same shall be venued in a court of competent jurisdiction in Cass County, North Dakota; and (b) the prevailing party shall be entitled to recover all costs incurred by the prevailing party related thereto, including reasonable attorney's fees and the costs of appeal.

16. **Agents.** Sellers and Buyer represent and warrant to one another that it has not dealt with nor entered into any agreement with any real estate broker, agent, finder, or any other

party in connection with the Property or this transaction that would result in any real estate broker's, finder's, or other fees or commissions being due with respect to the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the day and year first written above.

SELLERS:

OAK GROVE FOUNDATION
PROPERTIES, LLC

By:  _____

Its: President

BUYER:

CITY OF FARGO, NORTH DAKOTA

By: _____

Timothy J. Mahoney, Mayor

Attest: _____

Steve Sprague, City Auditor

PARK CHRISTIAN SCHOOL, INC.

By:  _____

Chris Nellermoe, President

EXHIBIT A

CONTRACT FOR DEED

Date: February 27, 2019

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by and between OAK GROVE FOUNDATION PROPERTIES, LLC, a North Dakota limited liability company whose post office address is 1 2nd St. North, Suite 100, Fargo, ND 58102 ("OGFP"), and PARK CHRISTIAN SCHOOL, INC., a Minnesota non-profit corporation, whose post office address is 300 17th Street North, Moorhead, MN 56560 ("PCS") (OGFP and PCS are hereinafter, collectively, referred to as "Sellers" and may sometimes be referred to, individually, as a "Seller") and CITY OF FARGO, a North Dakota municipal corporation (the "Purchaser"), whose post office address is: c/o City Auditor, Fargo City Hall, 225 N. 4th Street, Fargo, ND 58102.

Sellers and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** Sellers hereby sell and Purchaser hereby buys, real property in Cass County, North Dakota described as follows:

Tract One: All that part of the Northwest Quarter (NW¹/₄) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, lying South and East of Cass County Drain No. 27,

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

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

degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 2751.94 feet; thence northeasterly 151.99 feet along a tangential curve concave to the northwest having a radius of 150.00 feet along the southeasterly line of said AUSTIN'S SUBDIVISION to a point on the north line of said Northwest Quarter; thence North 87 degrees 55 minutes 49 seconds East along the north line of said Northwest Quarter a distance of 11.42 feet to the northeast corner thereof, the point of beginning.

and,

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

Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.

Tract Two: The Southwest Quarter (SW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

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

The above legal description was obtained from a previously-recorded instrument.

2. TITLE. To the best knowledge of Sellers, title to the Property is, on the date of this Contract, subject only to the following exceptions:

- (a) Reservations, easements, covenants, conditions, restrictions and the like of record, if any, including, but not limited to, that certain Easement, dated May 16, 1983, and recorded in the office of the Cass County Register of Deeds, now Recorder, in Book "M-9", of Miscellaneous, at page 501, as modified by that certain Easement Release Agreement dated December 18, 2018, recorded December 26, 2018, as Document No. 1554486; and
- (b) The lien of real estate taxes, installments of special assessments which are payable by Purchaser pursuant to Section 6 of this Contract.

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this Contract, Sellers shall:

- (a) Execute, acknowledge and deliver to Purchaser a Special Warranty Deed in recordable form, that will convey after acquired title of Sellers, and warrant title to the Property against all persons claiming any interest from and through Sellers, as a result of any such act or thing, but not otherwise, and subject only to the following exceptions:
 - (i) Those exceptions referred to in Section 2 of this Contract; and
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; provided, however, these shall not include any of the same created by the actions of a Seller unless consented to in writing by Purchaser.
- (b) Deliver to Purchaser the Abstract of Title to the Property.

4. PURCHASE PRICE. Purchaser shall pay to Sellers, at their respective addresses set forth above (each payment by Purchaser to Sellers is to be paid one-half to OGFP and one-half to PCS), or at such other place as a Seller shall designate, the sum of \$6,720,450.00 as the purchase price for the Property, payable as follows:

- (a) A cash down payment of \$400,000.00 from Purchaser, the receipt of which is acknowledged by Sellers.
- (b) From and after February 27, 2019, interest shall accrue on the outstanding principle balance of \$6,320,450.00 at the rate of 5% per annum (calculated on the basis of a 365 day year). Commencing on March 27, 2019, and continuing on the 27th day of each successive calendar month thereafter during the term of this Contract, Purchaser shall make payments to Sellers of all interest then-accrued. On or before June 27, 2019, Buyer shall pay to Sellers all remaining principal and all accrued and unpaid interest owing under this Contract.

All payments shall be first applied to interest and then to principal.

5. PREPAYMENT. Purchaser shall have the right to prepay this Contract in whole or in part without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to principal. A partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments without the written consent of Sellers.

6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property for the year 2019 (payable 2020), and all subsequent years. Real estate taxes and installments of special assessments for the year 2018 (payable 2019) and all prior years have been paid by Sellers. All real estate taxes and installments of special assessments shall be paid in one installment, on or prior to the date upon which a discount is available.

7. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**

- (a) **LIABILITY.** Sellers shall not be responsible for any liability and claims for damages by reason of injuries or death to persons or damages to property occurring on or about the Property on or after the date of this Contract. Purchaser shall defend, indemnify and hold Sellers harmless from and against all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries or damage.
- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Sellers (initially \$5,000,000 per occurrence and not less than \$10,000,000 annual aggregate for this location) and naming each Seller as an additional insured.

8. **INSURANCE, GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to Section 7 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of North Dakota and otherwise reasonably acceptable to Sellers. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall, if available, provide for not less than ten (10) days written notice to Sellers before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Sellers a certificate of such insurance policy or policies.

9. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the principal. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

10. **WASTE, REPAIR AND LIENS.** Purchaser shall not commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not alter or undertake any improvements to or on any portions of the Property without obtaining Sellers' prior written consent, which consent may be withheld in Sellers' sole and absolute discretion. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Sellers' interests in the Property. Purchaser shall pay to Sellers all

amounts, costs and expenses, including reasonable attorneys' fees, incurred by Sellers to protect against or remove any such liens or adverse claims, and Purchaser shall defend, indemnify and hold Sellers harmless from any loss, damage or expense incurred by Sellers with respect to any party asserting a construction lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract.

11. ASSIGNMENT. If either a Sellers or Purchaser assigns their interest in the Contract, a copy of such assignment shall promptly be furnished to the non-assigning party, and no assignment shall relieve a party from performing its obligations hereunder.

12. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of Purchaser's obligations as set forth in this Contract, Sellers may, at Sellers' option, pay the same or cause the same to be performed, or both, and the amounts so paid by Sellers and the cost of such performance shall be payable at once, with interest at the rate stated in Section 4 of this Contract, as an additional amount due Sellers under this Contract.

If there now exists, or if Sellers hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser and to which the Purchaser's interest in the Property is subordinate, and provided Purchaser is not in default under this Contract, Sellers shall timely pay all amounts due thereon, and if Sellers fail to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this Contract.

13. DEFAULT. The time of performance by each party of their respective obligations under this Contract is an essential part of this Contract. If Purchaser fails to timely pay principal or interest due from Purchaser hereunder, or of any part thereof, or if Purchaser fails to pay real estate taxes, special assessments, premiums of insurance or any other amount for which Purchaser is responsible under this Contract, or if Purchaser fails to perform any other covenants, agreements, obligations, terms or conditions required of it under this Contract, then Sellers may, after 15 days prior written notice to Purchaser in the case of a default in the payment of money or after 60 days prior notice in the case of any other default, declare the entire unpaid principal and interest and all other amounts due pursuant to this Contract immediately and fully due and payable, and any judicial action for cancellation of this Contract shall be predicated upon such accelerated amounts and any right to "cure the default," "reinstate the Contract," or "redeem" shall be predicated upon the full payment of all such amounts. Should such default be made and remain uncured as described above, Sellers may, at their option, by written notice, declare this Contract canceled and terminated, and all rights, title and interest acquired by Purchaser shall thereupon cease and terminate, and all improvements made upon the Property and all payments made by Purchaser shall belong to Sellers as liquidated damages for breach of this Contract by Purchaser. Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the Sellers of their rights to declare this Contract forfeited by reason of any breach, shall in any manner affect the rights of Sellers to cancel this Contract because of defaults continuing or subsequently occurring, and no extension of time shall be valid unless evidenced by a duly signed instrument. After service of notice of default and failure to cure such default within the period allowed, Purchaser shall, upon demand, surrender possession of the Property to Sellers, but Purchaser shall be entitled to possession of the

Property until the expiration of such period. Should Sellers opt to cancel or foreclose this Contract, the parties stipulate and acknowledge that the redemption period shall not exceed the period applicable to foreclosures of mortgages pertaining to commercial real estate under North Dakota law.

14. BINDING EFFECT. The terms of this Contract shall run with the land and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the parties hereto have set their hands the day and year first above written.

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.)

OAK GROVE FOUNDATION PROPERTIES, LLC

By: _____

Its: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of _____, 2019, before me, a notary public within and for said State, personally appeared _____, known to me to be the _____ of Oak Grove Foundation Properties, LLC, a North Dakota limited liability company, described in and who executed the foregoing Agreement and acknowledged that _____ executed the same on behalf of the Company, as the free act and deed of the limited liability company.

Notary Public

PARK CHRISTIAN SCHOOL, INC.

By: _____

Its: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of _____, 2019, before me, a notary public within and for said County, personally appeared _____, to me known to be the _____ of Park Christian School, Inc., a Minnesota non-profit corporation, described in and who executed the foregoing Agreement and acknowledged that he executed the same on behalf of the corporation, as the free act and deed of the non-profit corporation.

Notary Public

CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this _____ day of _____, 2019, before me, a notary public in and for said County, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, described in and who executed the foregoing Agreement and acknowledged that they executed the same on behalf of the corporation, as the free act and deed of the municipal corporation.

Notary Public

The undersigned certifies that the consideration for this conveyance is \$6,720,450.00.

Dated: _____

Grantee or Authorized Agent for Grantee

THIS DOCUMENT WAS DRAFTED BY:
Daniel Bueide
Attorney at Law
Bueide Law Firm, LLC
1 North Second Street
Suite 100
Fargo, ND 58102

RESOLUTION OF GOVERNING BODY OF APPLICANT
(Suggested Format)

RESOLUTION NO. _____

Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED

Fargo City Commission (Governing Body of Applicant)

1. That Nathan Boerboom be and is hereby authorized to execute
(Designate Official)
and file an application on behalf of City of Fargo, North Dakota with the North
(Legal Name of Applicant)

Dakota Department of Health for a loan to aid in the construction of:

Regional Storm Water Detention Facility, Storm Sewer Lift Station and Associated Infrastructure

(Brief Project Description)

2. That Nathan Boerboom, Division Engineer, be and is
(Name of Authorized Representative) (Title)
hereby authorized and directed to furnish such information as the North Dakota Department of Health may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of city, to accept loan offer and receive payment of loan funds.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting City Auditor of the
(Title of Officer)
City of Fargo, North Dakota does hereby certify:
(Legal Name of Applicant)

That the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Health, as regularly adopted at a legally convened meeting of the Fargo City Commission duly held on the 25th day of
(Name of Governing Body of Applicant)
February, 2019; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(SEAL)

If applicant has
an official seal,
impress here.

(Signature of Recording Officer)

Fargo City Auditor

(Title of Recording Officer)

**RESOLUTION RELATING TO ACQUISITION AND FINANCING OF SOUTHWEST
REGIONAL STORM WATER MANAGEMENT PROJECT, AUTHORIZING PURCHASE OF LAND,
CREATING IMPROVEMENT DISTRICT FP-19-A, DIRECTING THE DEVELOPMENT OF PROJECT,
EXPRESSING INTENT TO RE-SELL REMAINDER, AND INTENTION TO REIMBURSE
FROM LOAN OR BOND PROCEEDS**

WHEREAS, certain un-improved land has become available for purchase which is situated in the County of Cass and State of North Dakota, more fully described as set forth on the attached Exhibit "A", incorporated as if fully set forth herein; hereinafter referred to as the "Subject Property" and,

WHEREAS, the natural elevation of the Subject Property is relatively low and, therefore, it is situated so as to be a favorable location for a regional storm water detention and retention pond hereinafter the "Regional Storm Water Pond"; and,

WHEREAS, the owners of the Subject Property wish to sell and the City wishes to buy said Subject Property; and,

WHEREAS, in preparation for the potential acquisition of said land, the City has undertaken an engineering study to determine the extent to which land surrounding the Subject Property might be served and benefitted by installation of a storm water drain collection system designed to empty into the Regional Storm Water Pond to be constructed on the Subject Property; and,

WHEREAS, as a result of said engineering study and based upon a conceptual design, the City Engineer has estimated that approximately 160 acres of the entire 243 acres of the Subject Property would be improved and used for the Regional Storm Water Pond; and

WHEREAS, it is expected that said project, including the construction of the Regional Storm Water Pond as well as the construction and installation of the storm water collection system will serve and benefit all or portions of four sections of land, more or less, lying to the east and south of the Subject Property; generally as depicted on Exhibit "B", attached hereto and incorporated as if fully set forth herein, said project to be referred to herein as the "Southwest Regional Storm Water Management Project"; and,

WHEREAS, the expense of the Regional Storm Water Pond and the related storm water collection system including the acquisition of the land necessary for the Regional Storm Water Pond is eligible under state law to be financed by special assessments; and

WHEREAS, it is anticipated that of the 243 acres, more or less, comprising the Subject Property, the Regional Storm Water Pond, once completed, will comprise approximately 160 acres of said land and it is anticipated that the remaining 80 acres, more or less, the "Remainder Parcels", whether one or more would be used temporarily for access to the intended excavation site, as a staging area for construction and for storage of excavation soil; and, further, it is anticipated that a portion of said excavated earth would be used as fill to raise the base elevation of the Remainder Parcels so they will lie at or above the base flood elevation as established by FEMA regulations and, therefore, so that the Remainder Parcels would be eligible to obtain a Letter of Map Revision (LOMAR) which, in turn, would better prepare the Remainder Parcels for future development; and,

WHEREAS, the Board having been presented a Purchase Agreement for the purchase of the Subject Property, and having approved said Purchase Agreement;

BE IT HEREBY RESOLVED by the Board of City Commissioners of the City of Fargo:

1. The above-stated recitals are incorporated herein as the express intention of the Board.
2. There is hereby created an improvement district designated as Improvement District FP-19-A (the "District"), for the purpose of storm water improvements. After consultation with the City Engineer, as to the properties which will be benefitted by the construction of the proposed improvement, it is hereby found, determined and declared that said District shall include all lots, tracts, and parcels of land lying within the boundaries as described on Exhibit B attached hereto.
3. The City Engineer is directed to take such steps as may be reasonable and appropriate for the development of the Southwest Regional Storm Water Management Project, and is hereby authorized and directed to prepare a report as to the general nature, purpose, and feasibility of the improvement proposed to be made in the District, and that he is hereby directed to prepare an estimate of the probable cost of work, and submit the same to this Board.
4. City staff, including the City Administrator, City Engineer and the Finance Director, or any of them, are authorized to establish funding for the Project by way of a short-term loan from the fund created for sales tax proceeds authorized by Article 3.S. of the Fargo Home Rule Charter and by Fargo Municipal Code Article 3-20 (the "Infrastructure Sales Tax") authorizing such proceeds to be used for, among other things, sewer, including storm sewer, and flood protection projects as authorized by the city commission, and which loan is intended to be re-paid from storm water utility fees, special assessments or a combination thereof, and to be reimbursed from proceeds of a long-term Clean Water SRF loan, from special assessment bonds issued for said Project, or a combination

thereof, any of which may be issued on a taxable or tax-exempt basis, in an amount not expected to exceed the cumulative sum of \$40,000,000. The City hereby waives all notice requirements under N.D.C.C. Chapter 40-22.

5. It is the intention of the Board that one-third (1/3) of the purchase price of the Subject Property is intended to cover the portion of the land purchase identified with the Remainder Parcels and said portion is to be financed with an initial advance from the Infrastructure Sales Tax fund subject to reimbursement from such proceeds as may be generated from the sale and conveyance from the City of the Remainder Parcels.
6. Upon the City entering into an agreement for the purchase of the Subject Property, the officers of the City including the City Attorney, and the Director of Strategic Planning and Research, or any one of them, are authorized and directed to execute such documents, affidavits or other instruments as may be necessary to consummate a closing of the purchase of the Subject Property and to close said transaction, and are further authorized to take such steps as maybe necessary toward the establishment or modification of the District or of any other special improvement district pertaining to the project described herein.

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____.

The following were absent and not voting: _____.

and the following voted against the same: _____.

whereupon the resolution was declared duly passed and adopted.

EXHIBIT "A"

Legal Description of "Subject Property"

The following real property lying and being in the County of Cass, and the State of North Dakota, and described as follows, to-wit, together with all appurtenances and hereditaments belonging therewith:

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

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

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

and,

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

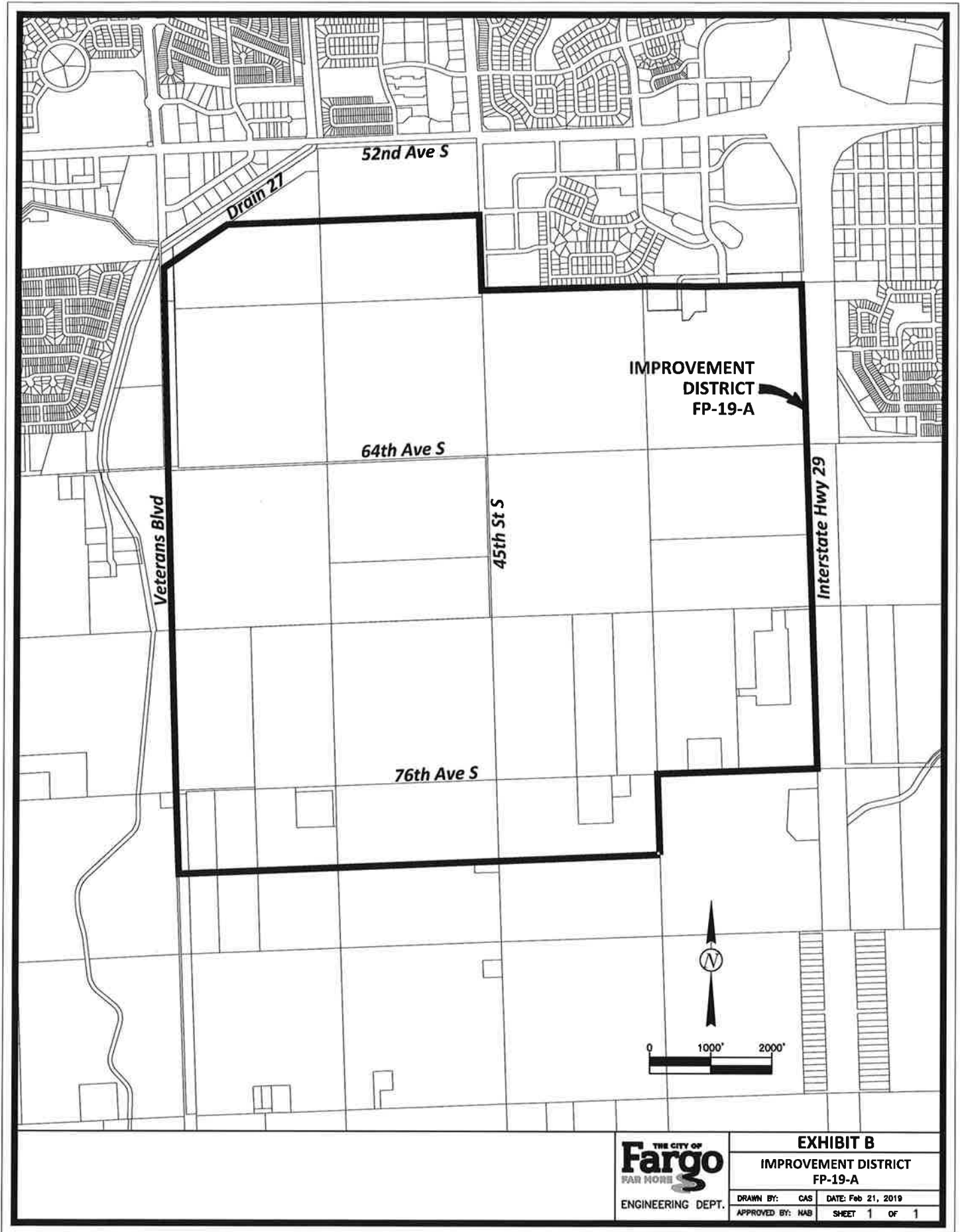
Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East

along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.

Tract Two: The Southwest Quarter (SW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota.

EXHIBIT "B"

[See attached]



THE CITY OF
Fargo
FAR MORE
ENGINEERING DEPT.

EXHIBIT B

**IMPROVEMENT DISTRICT
FP-19-A**

DRAWN BY: CAS	DATE: Feb 21, 2019
APPROVED BY: NAB	SHEET 1 OF 1

CONTRACT FOR DEED

Date: February 27, 2019

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by and between OAK GROVE FOUNDATION PROPERTIES, LLC, a North Dakota limited liability company whose post office address is 1 2nd St. North, Suite 100, Fargo, ND 58102 ("OGFP"), and PARK CHRISTIAN SCHOOL, INC., a Minnesota non-profit corporation, whose post office address is 300 17th Street North, Moorhead, MN 56560 ("PCS") (OGFP and PCS are hereinafter, collectively, referred to as "Sellers" and may sometimes be referred to, individually, as a "Seller") and CITY OF FARGO, a North Dakota municipal corporation (the "Purchaser"), whose post office address is: c/o City Auditor, Fargo City Hall, 225 N. 4th Street, Fargo, ND 58102.

Sellers and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** Sellers hereby sell and Purchaser hereby buys, real property in Cass County, North Dakota described as follows:

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

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

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

degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 2751.94 feet; thence northeasterly 151.99 feet along a tangential curve concave to the northwest having a radius of 150.00 feet along the southeasterly line of said AUSTIN'S SUBDIVISION to a point on the north line of said Northwest Quarter; thence North 87 degrees 55 minutes 49 seconds East along the north line of said Northwest Quarter a distance of 11.42 feet to the northeast corner thereof, the point of beginning.

and,

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

Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.

Tract Two: The Southwest Quarter (SW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

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

The above legal description was obtained from a previously-recorded instrument.

2. TITLE. To the best knowledge of Sellers, title to the Property is, on the date of this Contract, subject only to the following exceptions:

- (a) Reservations, easements, covenants, conditions, restrictions and the like of record, if any, including, but not limited to, that certain Easement, dated May 16, 1983, and recorded in the office of the Cass County Register of Deeds, now Recorder, in Book "M-9", of Miscellaneous, at page 501, as modified by that certain Easement Release Agreement dated December 18, 2018, recorded December 26, 2018, as Document No. 1554486; and
- (b) The lien of real estate taxes, installments of special assessments which are payable by Purchaser pursuant to Section 6 of this Contract.

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this Contract, Sellers shall:

- (a) Execute, acknowledge and deliver to Purchaser a Special Warranty Deed in recordable form, that will convey after acquired title of Sellers, and warrant title to the Property against all persons claiming any interest from and through Sellers, as a result of any such act or thing, but not otherwise, and subject only to the following exceptions:
 - (i) Those exceptions referred to in Section 2 of this Contract; and
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; provided, however, these shall not include any of the same created by the actions of a Seller unless consented to in writing by Purchaser.
- (b) Deliver to Purchaser the Abstract of Title to the Property.

4. PURCHASE PRICE. Purchaser shall pay to Sellers, at their respective addresses set forth above (each payment by Purchaser to Sellers is to be paid one-half to OGFP and one-half to PCS), or at such other place as a Seller shall designate, the sum of \$6,720,450.00 as the purchase price for the Property, payable as follows:

- (a) A cash down payment of \$400,000.00 from Purchaser, the receipt of which is acknowledged by Sellers.
- (b) From and after February 27, 2019, interest shall accrue on the outstanding principle balance of \$6,320,450.00 at the rate of 5% per annum (calculated on the basis of a 365 day year). Commencing on March 27, 2019, and continuing on the 27th day of each successive calendar month thereafter during the term of this Contract, Purchaser shall make payments to Sellers of all interest then-accrued. On or before June 27, 2019, Buyer shall pay to Sellers all remaining principal and all accrued and unpaid interest owing under this Contract.

All payments shall be first applied to interest and then to principal.

5. PREPAYMENT. Purchaser shall have the right to prepay this Contract in whole or in part without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to principal. A partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments without the written consent of Sellers.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property for the year 2019 (payable 2020), and all subsequent years. Real estate taxes and installments of special assessments for the year 2018 (payable 2019) and all prior years have been paid by Sellers. All real estate taxes and installments of special assessments shall be paid in one installment, on or prior to the date upon which a discount is available.

7. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.

- (a) LIABILITY. Sellers shall not be responsible for any liability and claims for damages by reason of injuries or death to persons or damages to property occurring on or about the Property on or after the date of this Contract. Purchaser shall defend, indemnify and hold Sellers harmless from and against all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries or damage.
- (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Sellers (initially \$5,000,000 per occurrence and not less than \$10,000,000 annual aggregate for this location) and naming each Seller as an additional insured.

8. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to Section 7 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of North Dakota and otherwise reasonably acceptable to Sellers. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall, if available, provide for not less than ten (10) days written notice to Sellers before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Sellers a certificate of such insurance policy or policies.

9. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the principal. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

10. WASTE, REPAIR AND LIENS. Purchaser shall not commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not alter or undertake any improvements to or on any portions of the Property without obtaining Sellers' prior written consent, which consent may be withheld in Sellers' sole and absolute discretion. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Sellers' interests in the Property. Purchaser shall pay to Sellers all

amounts, costs and expenses, including reasonable attorneys' fees, incurred by Sellers to protect against or remove any such liens or adverse claims, and Purchaser shall defend, indemnify and hold Sellers harmless from any loss, damage or expense incurred by Sellers with respect to any party asserting a construction lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract.

11. ASSIGNMENT. If either a Sellers or Purchaser assigns their interest in the Contract, a copy of such assignment shall promptly be furnished to the non-assigning party, and no assignment shall relieve a party from performing its obligations hereunder.

12. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of Purchaser's obligations as set forth in this Contract, Sellers may, at Sellers' option, pay the same or cause the same to be performed, or both, and the amounts so paid by Sellers and the cost of such performance shall be payable at once, with interest at the rate stated in Section 4 of this Contract, as an additional amount due Sellers under this Contract.

If there now exists, or if Sellers hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser and to which the Purchaser's interest in the Property is subordinate, and provided Purchaser is not in default under this Contract, Sellers shall timely pay all amounts due thereon, and if Sellers fail to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this Contract.

13. DEFAULT. The time of performance by each party of their respective obligations under this Contract is an essential part of this Contract. If Purchaser fails to timely pay principal or interest due from Purchaser hereunder, or of any part thereof, or if Purchaser fails to pay real estate taxes, special assessments, premiums of insurance or any other amount for which Purchaser is responsible under this Contract, or if Purchaser fails to perform any other covenants, agreements, obligations, terms or conditions required of it under this Contract, then Sellers may, after 15 days prior written notice to Purchaser in the case of a default in the payment of money or after 60 days prior notice in the case of any other default, declare the entire unpaid principal and interest and all other amounts due pursuant to this Contract immediately and fully due and payable, and any judicial action for cancellation of this Contract shall be predicated upon such accelerated amounts and any right to "cure the default," "reinstate the Contract," or "redeem" shall be predicated upon the full payment of all such amounts. Should such default be made and remain uncured as described above, Sellers may, at their option, by written notice, declare this Contract canceled and terminated, and all rights, title and interest acquired by Purchaser shall thereupon cease and terminate, and all improvements made upon the Property and all payments made by Purchaser shall belong to Sellers as liquidated damages for breach of this Contract by Purchaser. Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the Sellers of their rights to declare this Contract forfeited by reason of any breach, shall in any manner affect the rights of Sellers to cancel this Contract because of defaults continuing or subsequently occurring, and no extension of time shall be valid unless evidenced by a duly signed instrument. After service of notice of default and failure to cure such default within the period allowed, Purchaser shall, upon demand, surrender possession of the Property to Sellers, but Purchaser shall be entitled to possession of the

Property until the expiration of such period. Should Sellers opt to cancel or foreclose this Contract, the parties stipulate and acknowledge that the redemption period shall not exceed the period applicable to foreclosures of mortgages pertaining to commercial real estate under North Dakota law.

14. BINDING EFFECT. The terms of this Contract shall run with the land and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, the parties hereto have set their hands the day and year first above written.

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.)

OAK GROVE FOUNDATION PROPERTIES, LLC

By: _____

Its: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of _____, 2019, before me, a notary public within and for said State, personally appeared _____, known to me to be the _____ of Oak Grove Foundation Properties, LLC, a North Dakota limited liability company, described in and who executed the foregoing Agreement and acknowledged that _____ executed the same on behalf of the Company, as the free act and deed of the limited liability company.

Notary Public

PARK CHRISTIAN SCHOOL, INC.

By: _____

Its: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of _____, 2019, before me, a notary public within and for said County, personally appeared _____, to me known to be the _____ of Park Christian School, Inc., a Minnesota non-profit corporation, described in and who executed the foregoing Agreement and acknowledged that he executed the same on behalf of the corporation, as the free act and deed of the non-profit corporation.

Notary Public

CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this _____ day of _____, 2019, before me, a notary public in and for said County, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, described in and who executed the foregoing Agreement and acknowledged that they executed the same on behalf of the corporation, as the free act and deed of the municipal corporation.

Notary Public

The undersigned certifies that the consideration for this conveyance is \$6,720,450.00.

Dated: _____

Grantee or Authorized Agent for Grantee

THIS DOCUMENT WAS DRAFTED BY:
Daniel Bueide
Attorney at Law
Bueide Law Firm, LLC
1 North Second Street
Suite 100
Fargo, ND 58102