

FARGO CITY COMMISSION AGENDA
Monday, January 22, 2024 - 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, January 8, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Amendment to Developer Agreement, Certificate of Completion and Tax Increment Note (Tax Increment Financing District No. 2019-02) with NC Land Lease, LLC.
- 2. Interest Buydown Agreement - Pace Program with the Bank of ND for EPIC Unite Real Estate Holdings LLC.
- 3. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Pracs Second Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 1/8/24.
- 4. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Gamma Fargo Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 1/8/24.
- 5. Pledged securities as of 12/31/23.
- 6. Applications for Games of Chance:
 - a. Knights of Columbus 11930 Sts. Anne and Joachim for a raffle on 5/16/24.
 - b. Minnesota Farm Bureau Foundation for bingo and a calendar raffle on 2/2-2/3/24; Public Spirited Resolution.
 - c. Muskies Inc. F-M Chapter for a raffle on 2/8/24.
 - d. Bethany Auxiliary for a calendar raffle on various dates throughout the year.
 - e. FM Walleyes Unlimited, Inc. for a raffle on 4/4/24.
 - f. FM Walleyes Unlimited, Inc. for a calendar raffle from 1/26-12/5/24.
- 7. Agreements Regarding Deferral of Special Assessments with Bruce P. Brand and Elwood Jay Brand for properties located at 2101 57th Street North, 5401 19th Avenue North and 5617 19th Avenue North.
- 8. Bid advertisement for Project No. FM-24-A.
- 9. Bid advertisement for Project No. NR-24-B.
- 10. Bid advertisement for Project No. PR-24-C.
- 11. Pipeline Easement and Agreement with Cass Rural Water Users District (Project No. VF-23-B1).

12. Contract and bond for Project No. QR-24-A1.
13. Final Balancing Change Order No. 2 in the amount of \$17,707.16 for Improvement District No. PN-23-E1.
14. Memorandum of Understanding Regarding Easements and Restoration of Parking Surface, Permanent Easement (Street and Utility) and Easement (Temporary Construction Easement) with the Park District of the City of Fargo (Improvement District No. NR-24-A1).
15. Bid award to Strata Corporation in the amount of \$257,758.50 for Improvement District No. TN-23-A2.
16. Create Improvement District No. PR-24-E.
17. Contract and bond for Improvement District No. BR-24-B.
18. Purchase of Service Agreement with Cass Human Service Zone.
19. Notice of Grant Award with ND Department of Health and Human Services to increase the number of Farm to School and/or Farm to Table programs (CFDA #93.110).
20. Letter of Agreement with ND Department of Health and Human Services, Family Health and Wellness Unit.
21. Purchase of Service Agreement with The Milton Earl.
22. Direct the City Attorney to amend Section 31-0102 of the Fargo Municipal Code Relating to the International Property Maintenance Code – Enclosure Requirements.
23. Resolution Approving Plat of The Pines at the District Fifth Addition.
24. Resolution Approving Plat of Northern Sheyenne Land Fourth Addition.
25. Grant Award and Acceptance - Law Enforcement Resiliency Grant from the ND Office of the Attorney General in the amount of \$21,960.00 and related budget adjustments (Grant #RS25004).
26. Grant Award and Acceptance – Project Safe Neighborhoods (PSN) Grant Program from the ND Office of the Attorney General in the amount of \$61,924.74 and related budget adjustments (Grant #PSN2201).
27. Contract with GMV Synchronatics Corporation for fixed route software and hardware (RFP23214)
28. Bills.

REGULAR AGENDA:

29. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).

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

30. **PUBLIC HEARING** – The Pines at the District Fourth Addition (4000 53rd Avenue South and 5461 and 5537 38th Street South); approval recommended by the Planning Commission on 10/3/23:
 - a. Zoning Change to repeal and re-establish a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of The Pines at the District Fourth Addition.
31. **PUBLIC HEARING** – Application requesting a Waiver of Requirement to install a public sidewalk on Lots 13, 14 and 15, Block 16, Woodcrest Third Addition (155, 161 and 167 South Woodcrest Drive North); denial recommended by the Planning Commission on 1/2/24.
32. **PUBLIC HEARING** - Application for an ownership change for a Class “FA” Alcoholic Beverage License for Herd and Horns Sports Bar & Grill, LLC d/b/a Herd and Horns to be located at 1414 12th Avenue North, Suite F.
33. **PUBLIC HEARING** - Application for a Class “GH” Alcoholic Beverage License for Milk Made, LLC d/b/a Milk Made to be located at 612 23rd Street South.
34. **PUBLIC HEARING** - Application for a Class “RZ-V” Alcoholic Beverage License for Synclaire Events Venue d/b/a Synclaire Events Venue to be located at 613 1st Avenue North.
35. **PUBLIC HEARING** - Application filed by John Deere Electronic Solutions, a Division of John Deere & Company for a property tax exemption at 4101 19th Avenue North which the applicant will use primarily for manufacturing and programming of receivers, displays, controllers, modems and inverters; continued from the 12/11/23 and 1/8/24 Regular Meetings.
36. Report from Dr. Nicholas Bauroth on Public Survey.
37. Recommendation for appointment to the Board of Adjustment.
38. Wess Philome would like to address the City Commission about the Discrimination in Policing Act.
39. Liaison Commissioner Assignment Updates.

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

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




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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: January 18, 2024

SUBJECT: Completion Documents for the Roers Newman project

The developer of the Roers Newman project has completed the project and complied with the terms of the amended developer agreement. The City has inspected the project and documented all of the costs eligible for Tax Increment Financing.

An Amendment to the Development Agreement is needed to better define the 10 year term of the TIF Note, clarifying the start and end of the 10-year term.

Attached for your approval is the Certificate of Completion, the Tax Increment Note and the Private Placement Memorandum.

Recommended Motion

Approve and authorize the Mayor to sign the Amendment to the Developer Agreement, the Certificate of Completion and the Tax Increment Note.

**AMENDMENT TO
DEVELOPER AGREEMENT**

By and Between

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

and

**NC LAND LEASE, LLC
a North Dakota limited liability company**

THIS AMENDMENT TO DEVELOPER AGREEMENT (this "Agreement") is made as of the Effective Date, by and among the City of Fargo, a North Dakota municipal corporation (the "City") and NC Land Lease, LLC, a North Dakota limited liability company ("Developer").

RECITALS:

WHEREAS, Developer's predecessor in interest, Roers Development, Inc., a North Dakota corporation, and City entered into a Developer Agreement dated as of August 26, 2019, hereinafter the "Developer Agreement"] pertaining to a project that is now commonly known as the "Newman Project" and is referred to herein as the "Newman Project"; and,

WHEREAS, Roers Development, Inc., assigned the Developer Agreement to Developer on August 26, 2019, to which agreement the City consented; and,

WHEREAS, Roers Development, Inc., the Developer and the City entered into a Settlement Agreement with an effective date of August 22, 2022, which, among other thing, operated to amend the terms of the Developer Agreement including, without limitation, a revised deadline for completion of construction of the Townhomes (interior and exterior) to May 31, 2023; and,

WHEREAS, on or before May 31, 2023, the Townhomes in the Newman Project did reach construction completion and, therefor, the City and Developer have taken such steps as contemplated in the Developer Agreement that are necessary and appropriate for the issuance by the City of a Certificate of Completion and a Tax Increment Note; and,

WHEREAS, the City and Developer wish to further amend the Developer Agreement in order to establish certain modifications to the payment to the Developer under the Tax Increment Note including the form of Tax Increment Note to be issued by the City;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment to Developer Agreement, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and Developer covenant and agree as follows:

I. Certain definitions in Section 1.1 of ARTICLE I of the Developer Agreement are hereby amended to read as follows:

"Developer's Taxes" means taxes paid for the first (1st) Tax Year through the tenth (10th) Tax Year with respect to the portions of the Development Property and Improvements thereon. Taxes for the eleventh (11th) year following the first Tax Year, or for any subsequent year, are not included as Developer's Taxes.

"Maturity Date" means the date that is three (3) years from the Payment Date for the tenth (10th) Tax Year.

“Tax Year” is one of a maximum of ten (10) successive calendar years, with the first year being the calendar year identified and deemed to be the first (1st) Tax Year in the Tax Increment Note and with the successive nine (9) consecutive calendar years being the second (2nd) through tenth (10th) Tax Years.

II. Subsections (a) and (e) of Section 3.3 of Article III of the Developer Agreement is hereby amended to read as follows:

(a) There shall be one (1) Tax Increment Note. The amount of the Tax Increment Note shall be One Million One Hundred Eleven Thousand Two Hundred Twelve and 71/100ths Dollars (\$1,111,212.71). The Tax Increment Note shall provide for payments to be made by the City to Developer of Developer’s Tax Increment received by the City from the County for the Project for the first (1st) Tax Year and for each of nine (9) subsequent Tax Years, with payments to be made annually on the Payment Dates, it being further provided that Available Tax Increment exists pertaining to the tenth (10th) or earlier Tax Years. The Tax Increment Note shall continue to be payable on Payment Dates, as defined below, through the Maturity Date. The first (1st) Tax Year under this Developer Agreement, and as identified in the Tax Increment Note shall be the calendar year 2023, the taxes for which become due on January 1, 2024, and are therefore payable in the year 2024.

* * *

(e) Subject to the provisions of the Tax Increment Note, the principal of and interest on the Tax Increment Note shall in the aggregate be payable on or before May 15th following the first (1st) Tax Year as identified in the Tax Increment Note and on or before May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as “Payment Date” or collectively as the “Payment Dates”. The first payment on the Tax Increment Note, to become due and payable on or before the first Payment Date, shall be limited to all the Available Tax Increments received by the City on the Project prior to the actual date of payment. For all payments after said first payment on the Tax Increment Note, subject to the maximum payment of principal to be included in a payment for any particular Tax Year as is as described below, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year’s payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever.

i) Notwithstanding any other provision of this Agreement, the total principal sum of the Tax Increment Note shall not exceed One Million

One Hundred Eleven Thousand Two Hundred Twelve and 71/100ths Dollars (\$1,111,212.71) and the maximum sum of principal and interest to be payable in any single year shall be as follows:

(1) the payment for the First Tax Year, said First Tax Year being the calendar year 2023, which payment is to be made on or before May 15th of the year 2024, shall be a maximum amount, which maximum amount shall be limited to the sum of (a) payment of principal in the amount of \$76,864.24 and (b) payment of interest accrued on the total principal balance due on the Tax Increment Note from the date of issuance of said Note to the date of said payment;

(2) the payments for each of the second (2nd) Tax Year through the ninth (9th) Tax Year, which payments are due, respectively, on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of principal in the amount set forth in the table below and (b) payment of interest accrued on the principal balance of the Tax Increment Note since the prior payment:

Second (2 nd) Tax Year max principal	\$93,426.00
Third (3 rd) Tax Year max principal	\$98,100.00
Fourth (4 th) Tax Year max principal	\$103,000.00
Fifth (5 th) Tax Year max principal	\$108,050.00
Sixth (6 th) Tax Year max principal	\$113,550.00
Seventh (7 th) Tax Year max principal	\$119,230.00
Eighth (8 th) Tax Year max principal	\$125,200.00
Ninth (9 th) Tax Year max principal	\$131,420.00

(3) the payment or payments for the tenth (10th) Tax Year, payable on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of the remaining principal balance due on the Tax Increment Note and (b) payment of interest accrued on the principal balance of the Tax Increment since the prior payment;

(4) The City, in its sole discretion, is authorized to increase the principal sum to be paid to Developer by the City for a particular Tax Year over the maximum sum as outlined in this Amendment to the Developer Agreement. The Finance Director is hereby authorized to

make such decision on behalf of the City and the Finance Director is authorized to remit payment in accordance therewith.

ii) In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

iii) The Developer Agreement is hereby amended with respect to Exhibit C, the form of the TIF Note to read as set forth on the attachment to this Amendment, also entitled "Exhibit C", incorporated as if fully set forth herein.

iv) The Developer Agreement is hereby amended with respect to Exhibit F, the form of the Certificate of Completion to read as set forth on the attachment to this Amendment, also entitled "Exhibit F", incorporated as if fully set forth herein.

v) The Developer Agreement is hereby amended to include a form of private placement memorandum substantially in conformance with the attachment to this Amendment labeled Exhibit "G", incorporated as if fully set forth herein.

III. Upon approval of, and execution of, this Amendment to Developer Agreement, the City and Developer will establish a time and place for a closing, at which closing, the following documents will be executed and delivered:

- a. the Developer will acknowledge receipt of a private placement memorandum in a form substantially similar to Exhibit G to this Amendment;
- b. the City will issue a Certificate of Completion in a form substantially similar to Exhibit F, of the Developer Agreement;
- c. the City will issue the Tax Increment Note in a form substantially similar to Exhibit "C" to this Amendment;

and upon the execution and delivery of said documents, the Developer Agreement, as amended by the Settlement Agreement and this Amendment to Developer Agreement shall be deemed to have been fully performed by all parties thereto.

IV. In all respects other than the matters addressed in this Amendment to Developer Agreement, the Developer Agreement shall remain in full force and effect.

V. Effective Date. This Amendment to Developer Agreement shall be effective as of February 1, 2024 [the "Effective Date"].

IN WITNESS WHEREOF, the Parties have executed this Amendment to Developer Agreement to take effect as of the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

CITY OF FARGO,
a North Dakota municipal corporation

(SEAL)

By _____
Dr. Tim Mahoney, its Mayor

ATTEST:

By _____
Steven Sprague, City Auditor

This document drafted by:

Erik R. Johnson
Assistant City Attorney
Ph: 701-371-6850

NC Land Lease, LLC,
a North Dakota limited liability company

By _____,
James Roers, its President

EXHIBIT A TO AMENDMENT

None

EXHIBIT B TO AMENDMENT

None

**EXHIBIT C TO AMENDMENT
TAX INCREMENT NOTE
(ATTACHED)**

TAX INCREMENT NOTE

No. R-1

\$1,111,212.71

DATE: February 1, 2024

FIRST TAX YEAR: 2023

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO

TAX INCREMENT
REVENUE NOTE OF 2024

(TAX INCREMENT DISTRICT 2019-02 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, a North Dakota municipal corporation (the "City"), certifies that it is indebted and for value received promises to pay to **NC Land Lease, LLC** (the "Developer"), or the registered assign, the principal sum of **One Million One Hundred Eleven Thousand Two Hundred Twelve and 71/100 Dollars (\$1,111,212.71)**, an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of **Five Percent (5%) per annum**, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of August 22, 2022 (as the same has been amended from time to time, the "Developer Agreement"), by and between the City and NC Land Lease, LLC, a North Dakota limited liability company, as the successor in interest to Roers Development, Inc., the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by NC Land Lease, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. The principal of and interest on the Tax Increment Note shall in the aggregate be payable on or before May 15th following calendar year 2023, which is deemed herein to be the first (1st) Tax Year, and on or before May 15th of each year thereafter until the

Maturity Date, said May 15th dates being referred to herein as "Payment Date" or collectively as the "Payment Dates". The first payment on the Tax Increment Note, to become due and payable on or before the first Payment Date, shall be limited to all the Available Tax Increments received by the City on the Project prior to the actual date of payment. For all payments after said first payment on the Tax Increment Note, subject to the maximum payment of principal to be included in a payment for any particular Tax Year as is as described below, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever.

i) The maximum sum of principal and interest to be payable in any single year shall be as follows:

(1) the payment for the first Tax Year, said first Tax Year being the calendar year 2023, which payment is to be made on or before May 15th of the year 2024, shall be a maximum amount, which maximum amount shall be limited to the sum of (a) payment of principal in the amount of \$76,864.24 and (b) payment of interest accrued on the total principal balance due on the Tax Increment Note from the date of issuance of said Note to the date of said payment;

(2) the payments for each of the second (2nd) Tax Year through the ninth (9th) Tax Year, which payments are due, respectively, on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of principal in the amount set forth in the table below and (b) payment of interest accrued on the principal balance of the Tax Increment Note since the prior payment:

Second (2 nd) Tax Year max principal	\$93,426.00
Third (3 rd) Tax Year max principal	\$98,100.00
Fourth (4 th) Tax Year max principal	\$103,000.00
Fifth (5 th) Tax Year max principal	\$108,050.00
Sixth (6 th) Tax Year max principal	\$113,550.00
Seventh (7 th) Tax Year max principal	\$119,230.00
Eighth (8 th) Tax Year max principal	\$125,200.00
Ninth (9 th) Tax Year max principal	\$131,420.00

(3) the payment or payments for the tenth (10th) Tax Year, payable on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of the remaining principal balance due on the Tax Increment Note and (b) payment of interest accrued on the principal balance of the Tax Increment since the prior payment;

(4) The City, in its sole discretion, is authorized to increase the principal sum to be paid to Developer by the City for a particular Tax Year over the maximum sum as outlined in this Amendment to the Developer Agreement. The Finance Director is hereby authorized to make such decision on behalf of the City and the Finance Director is authorized to remit payment in accordance therewith.

ii) In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Early Payment of Taxes. In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received prior to said date by the City on the Project from the first Tax Year and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior payment. All such payments made on the Tax Increment Note shall be from the Developer's Taxes. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus

accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of \$1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby."

"Developer Tax Increments" are defined in the Developer Agreement as follows:

"The portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments, derived from Developer's Taxes."

"Tax Increments" are defined in the Developer Agreement as follows:

"Tax Increments' means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law."

In addition, "Developer's Taxes" are defined in the Developer Agreement as follows:

"Developer's Taxes' means taxes paid with respect to the portions of the Development Property and Improvements completed by the Developer for the tenth (10th) Tax Year and earlier Tax Years. Taxes for the eleventh (11th) year following the first Tax Year, or for any subsequent year, are not included as Developer's Taxes."

In addition, "Tax Year" is defined in the Developer Agreement as follows:

"Tax Year" is one of a maximum of ten (10) successive calendar years, with the first year being the calendar year identified and deemed to be the first (1st) Tax Year in the Tax Increment Note and with the successive nine (9) consecutive calendar years being the second (2nd) through tenth (10th) Tax Years.

In addition, "Maturity Date" is defined in the Developer Agreement as follows:

"Maturity Date" means the date that is three (3) years from the Payment Date for the tenth (10th) Tax Year.

In addition, Section 3.6 of the Developer Agreement provides as follows:

"The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (a) to make payments on the Tax Increment Note; and,
- (b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of **\$1,111,212.71** (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2019-02, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2019-02 Fund (Newman Project) of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2019-02 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save

and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of NC Land Lease, LLC, by reorganization, merger or acquisition, (2) a member of NC Land Lease, LLC, (3) to a lender of NC Land Lease, LLC, as collateral for financing as permitted by the Developer Agreement, (4) a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to NC Land Lease, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than NC Land Lease, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this

Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of _____, 20____.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy Mahoney, its Mayor

ATTEST:

Steven Sprague, City Auditor

(SEAL)

Tax Increment Revenue Note of 2024 (District 2019-02)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF
REGISTRATION

REGISTERED OWNER

SIGNATURE OF
AUTHORITY'S
REPRESENTATIVE

NC Land Lease, LLC

_____, 20____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT F TO AMENDMENT
CERTIFICATE OF COMPLETION
(ATTACHED)**

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and Roers Development, Inc., a North Dakota corporation, have entered into an agreement dated as of August 29, 2019, (the "Developer Agreement"), which Developer Agreement was assigned to NC Land Lease, LLC, a North Dakota limited liability company, as successor in interest and assignee of Roers Development, Inc., and which Developer Agreement was amended from time to time; and,

WHEREAS, NC Land Lease, LLC, as successor to the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer and its successors have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer and its successors therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to NC Land Lease, LLC, by the City.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

**EXHIBIT G TO AMENDMENT
PRIVATE PLACEMENT CERTIFICATE
(ATTACHED)**

**PRIVATE PLACEMENT
MEMORANDUM**

Relating to

CITY OF FARGO, NORTH DAKOTA

\$1,111,212.71 Tax Increment Revenue Note of 2024
(Newman Project Redevelopment Project—Tax Increment District 2019-02)

Dated: _____, 2024

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the One Million One Hundred Eleven Thousand Two Hundred Twelve and 71/100ths Dollars (\$1,111,212.71) Tax Increment Revenue Note of 2024 (Newman Redevelopment Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a resolution adopted August 26, 2019, 2022, when conditions are met that are set forth in a Developer Agreement dated as of August 26, 2019, (the "Development Agreement"), by and between the City and Roers Development, Inc., the predecessor in interest to NC Land Lease, LLC, a North Dakota limited liability company (the "Developer"), which Development Agreement was amended by a Settlement Agreement entered into between the City, Roers Development, Inc., and NC Land Lease, LLC, with an effective date of August 22, 2022, and which was further amended by an Amendment to Developer Agreement entered into between the City and NC Land Lease, LLC, with an effective date of February 1, 2024. The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District 2019-02 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note; Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

"Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever."

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

" Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby.

Payment Dates. The principal of and interest on the Tax Increment Note shall in the aggregate be payable on or before May 15th following calendar year 2023, which is deemed herein to be the first (1st) Tax Year, and on or before May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as "Payment Date" or collectively as the "Payment Dates". The first payment on the Tax Increment Note, to become due and payable on or before the first Payment Date, shall be limited to all the Available Tax Increments received by the City on the Project prior to the actual date of payment. For all payments after said first payment on the Tax Increment Note, subject to the maximum payment of principal to be included in a payment for any particular Tax Year as is as described below, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever.

i) The maximum sum of principal and interest to be payable in any single year shall be as follows:

(1) the payment for the first Tax Year, said first Tax Year being the calendar year 2023, which payment is to be made on or before May 15th of the year 2024, shall be a maximum amount, which maximum amount shall be limited to the sum of (a) payment of principal in the amount of \$76,864.24 and (b) payment of interest accrued on the total principal balance due on the Tax Increment Note from the date of issuance of said Note to the date of said payment;

(2) the payments for each of the second (2nd) Tax Year through the ninth (9th) Tax Year, which payments are due, respectively, on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of principal in the amount set forth in the table below and (b) payment of interest accrued on the principal balance of the Tax Increment Note since the prior payment:

Second (2 nd) Tax Year max principal	\$93,426.00
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Third (3 rd) Tax Year max principal	\$98,100.00
Fourth (4 th) Tax Year max principal	\$103,000.00
Fifth (5 th) Tax Year max principal	\$108,050.00
Sixth (6 th) Tax Year max principal	\$113,550.00
Seventh (7 th) Tax Year max principal	\$119,230.00
Eighth (8 th) Tax Year max principal	\$125,200.00
Ninth (9 th) Tax Year max principal	\$131,420.00

(3) the payment or payments for the tenth (10th) Tax Year, payable on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of the remaining principal balance due on the Tax Increment Note and (b) payment of interest accrued on the principal balance of the Tax Increment since the prior payment;

(4) The City, in its sole discretion, is authorized to increase the principal sum to be paid to Developer by the City for a particular Tax Year over the maximum sum as outlined in this Amendment to the Developer Agreement. The Finance Director is hereby authorized to make such decision on behalf of the City and the Finance Director is authorized to remit payment in accordance therewith.

ii) In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Early Payment of Taxes. In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the

later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Subordinate Use of Tax Increments. Section 3.6 of the Development Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

“Section 3.6. Use of Tax Increments.

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (1) to make payments on the Tax Increment Note; and
- (2) after payment of the Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the “City”), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor’s Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called "original net tax capacity". There are risk factors for persons relying on tax increments to be received over time, including the following:

- (a) Incomplete Completion of the Improvements. The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.
- (b) Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value would be reduced, and taxes and tax increments would be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.
- (c) Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
- (d) Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.
- (e) Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The North Dakota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
- (f) Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities.
- (g) Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.
- (h) Legislation. The North Dakota Legislature has the authority to modify laws affecting real property taxes, particularly as they relate to mill levies and the overall level of taxes.

- (i) Combinations of Factors. Factors that reduce taxes and tax increments can occur in combinations that reduce tax increments further than any one factor alone.

Factors noted above present risks for the receipt of tax increments; changes in the other direction could increase taxes and tax increments.

Pay-as-You-Go Format. The Tax Increment Notes are instruments which municipalities refer to as "pay as you go" notes. Issued in reimbursement of eligible costs paid by others, such notes involve no initial cash to or from the municipality. They are issued to developers of property improvements, the same parties who are expected to own the real property and pay the taxes. As long as the same party both owns the property and holds the note, the tax increment risks noted above to some extent cancel out economically, making the changes somewhat a "wash". For instance, if the property owner does not pay its taxes, the same party as holder of the note does not receive tax increments (because, due to non-payment of taxes, there are none). If tax capacity rates fall, leading taxes and tax increments to fall, the note holder receives fewer tax increments in payment of the note but the same person as owner of the property has "saved" a similar amount in not paying taxes. If the ownership of the real property and the note cease to be in the same party, this offsetting of tax increment risks by attendant property tax benefits is broken. Upon the initial issuance of the Note, the holder is the Developer.

TAX TREATMENT OF NOTE

No Information About Tax Treatment of Note. The Issuer does not know, and makes no representation about, the tax treatment of, or tax consequences for the Developer of, (1) the Issuer's issuance of the Note in reimbursement of public costs of redevelopment paid by the Developer, or (2) the later retention or disposition of the Note or the retention or disposition of the property whose costs were reimbursed by the issuance of the Note.

NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

NOT COMPREHENSIVE

Not Comprehensive. This Private Placement Memorandum is not intended to be a complete or comprehensive description of the Note or a complete presentation of all matters relevant to owning or holding the Note. It is intended for use with the Developer or a sophisticated investor, each of whom are encouraged to engage in such diligence reviews of matters of fact and law and inquiries as to matters of fact and law as will provide sufficient information for a business decision about ownership of the Note. The Developer to whom the Note is originally issued will provide the City with a certificate as to making its own determinations and not relying on the City or information provided by the City.

RECEIPT AND ACKNOWLEDGEMENT
PRIVATE PLACEMENT MEMORANDUM

The undersigned does hereby acknowledge receipt of the Private Placement Memorandum delivered to the undersigned dated the _____ day of _____, 20 ____.

DATED: _____

NC Land Lease, LLC.

By _____
James Roers, its President

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and Roers Development, Inc., a North Dakota corporation, have entered into an agreement dated as of August 29, 2019, (the "Developer Agreement"), which Developer Agreement was assigned to NC Land Lease, LLC, a North Dakota limited liability company, as successor in interest and assignee of Roers Development, Inc., and which Developer Agreement was amended from time to time; and,

WHEREAS, NC Land Lease, LLC, as successor to the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer and its successors have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer and its successors therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to NC Land Lease, LLC, by the City.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

TAX INCREMENT NOTE

No. R-1

\$1,111,212.71

DATE: February 1, 2024

FIRST TAX YEAR: 2023

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO

TAX INCREMENT
REVENUE NOTE OF 2024

(TAX INCREMENT DISTRICT 2019-02 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, a North Dakota municipal corporation (the "City"), certifies that it is indebted and for value received promises to pay to **NC Land Lease, LLC** (the "Developer"), or the registered assign, the principal sum of **One Million One Hundred Eleven Thousand Two Hundred Twelve and 71/100 Dollars (\$1,111,212.71)**, an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of **Five Percent (5%) per annum**, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of August 22, 2022 (as the same has been amended from time to time, the "Developer Agreement"), by and between the City and NC Land Lease, LLC, a North Dakota limited liability company, as the successor in interest to Roers Development, Inc., the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by NC Land Lease, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. The principal of and interest on the Tax Increment Note shall in the aggregate be payable on or before May 15th following calendar year 2023, which is deemed herein to be the first (1st) Tax Year, and on or before May 15th of each year thereafter until the

Maturity Date, said May 15th dates being referred to herein as "Payment Date" or collectively as the "Payment Dates". The first payment on the Tax Increment Note, to become due and payable on or before the first Payment Date, shall be limited to all the Available Tax Increments received by the City on the Project prior to the actual date of payment. For all payments after said first payment on the Tax Increment Note, subject to the maximum payment of principal to be included in a payment for any particular Tax Year as is as described below, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever.

i) The maximum sum of principal and interest to be payable in any single year shall be as follows:

(1) the payment for the first Tax Year, said first Tax Year being the calendar year 2023, which payment is to be made on or before May 15th of the year 2024, shall be a maximum amount, which maximum amount shall be limited to the sum of (a) payment of principal in the amount of \$76,864.24 and (b) payment of interest accrued on the total principal balance due on the Tax Increment Note from the date of issuance of said Note to the date of said payment;

(2) the payments for each of the second (2nd) Tax Year through the ninth (9th) Tax Year, which payments are due, respectively, on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of principal in the amount set forth in the table below and (b) payment of interest accrued on the principal balance of the Tax Increment Note since the prior payment:

Second (2 nd) Tax Year max principal	\$93,426.00
Third (3 rd) Tax Year max principal	\$98,100.00
Fourth (4 th) Tax Year max principal	\$103,000.00
Fifth (5 th) Tax Year max principal	\$108,050.00
Sixth (6 th) Tax Year max principal	\$113,550.00
Seventh (7 th) Tax Year max principal	\$119,230.00
Eighth (8 th) Tax Year max principal	\$125,200.00
Ninth (9 th) Tax Year max principal	\$131,420.00

(3) the payment or payments for the tenth (10th) Tax Year, payable on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of the remaining principal balance due on the Tax Increment Note and (b) payment of interest accrued on the principal balance of the Tax Increment since the prior payment;

(4) The City, in its sole discretion, is authorized to increase the principal sum to be paid to Developer by the City for a particular Tax Year over the maximum sum as outlined in this Amendment to the Developer Agreement. The Finance Director is hereby authorized to make such decision on behalf of the City and the Finance Director is authorized to remit payment in accordance therewith.

ii) In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Early Payment of Taxes. In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received prior to said date by the City on the Project from the first Tax Year and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior payment. All such payments made on the Tax Increment Note shall be from the Developer's Taxes. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus

accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of \$1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby."

"Developer Tax Increments" are defined in the Developer Agreement as follows:

"The portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments; derived from Developer's Taxes."

"Tax Increments" are defined in the Developer Agreement as follows:

"Tax Increments' means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law."

In addition, "Developer's Taxes" are defined in the Developer Agreement as follows:

"Developer's Taxes' means taxes paid with respect to the portions of the Development Property and Improvements completed by the Developer for the tenth (10th) Tax Year and earlier Tax Years. Taxes for the eleventh (11th) year following the first Tax Year, or for any subsequent year, are not included as Developer's Taxes."

In addition, "Tax Year" is defined in the Developer Agreement as follows:

"Tax Year" is one of a maximum of ten (10) successive calendar years, with the first year being the calendar year identified and deemed to be the first (1st) Tax Year in the Tax Increment Note and with the successive nine (9) consecutive calendar years being the second (2nd) through tenth (10th) Tax Years.

In addition, "Maturity Date" is defined in the Developer Agreement as follows:

"Maturity Date" means the date that is three (3) years from the Payment Date for the tenth (10th) Tax Year.

In addition, Section 3.6 of the Developer Agreement provides as follows:

"The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (a) to make payments on the Tax Increment Note; and,
- (b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of **\$1,111,212.71** (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2019-02, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2019-02 Fund (Newman Project) of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2019-02 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save

and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of NC Land Lease, LLC, by reorganization, merger or acquisition, (2) a member of NC Land Lease, LLC, (3) to a lender of NC Land Lease, LLC, as collateral for financing as permitted by the Developer Agreement, (4) a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to NC Land Lease, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than NC Land Lease, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this

Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of _____, 20____.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy Mahoney, its Mayor

ATTEST:

Steven Sprague, City Auditor

(SEAL)

Tax Increment Revenue Note of 2024 (District 2019-02)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF
REGISTRATION

REGISTERED OWNER

SIGNATURE OF
AUTHORITY'S
REPRESENTATIVE

NC Land Lease, LLC

_____, 20____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PRIVATE PLACEMENT
MEMORANDUM**

Relating to

CITY OF FARGO, NORTH DAKOTA

\$1,111,212.71 Tax Increment Revenue Note of 2024
(Newman Project Redevelopment Project—Tax Increment District 2019-02)

Dated: _____, 2024

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the One Million One Hundred Eleven Thousand Two Hundred Twelve and 71/100ths Dollars (\$1,111,212.71) Tax Increment Revenue Note of 2024 (Newman Redevelopment Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a resolution adopted August 26, 2019, 2022, when conditions are met that are set forth in a Developer Agreement dated as of August 26, 2019, (the "Development Agreement"), by and between the City and Roers Development, Inc., the predecessor in interest to NC Land Lease, LLC, a North Dakota limited liability company (the "Developer"), which Development Agreement was amended by a Settlement Agreement entered into between the City, Roers Development, Inc., and NC Land Lease, LLC, with an effective date of August 22, 2022, and which was further amended by an Amendment to Developer Agreement entered into between the City and NC Land Lease, LLC, with an effective date of February 1, 2024. The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District 2019-02 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note: Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

"Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever."

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

" Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby.

Payment Dates. The principal of and interest on the Tax Increment Note shall in the aggregate be payable on or before May 15th following calendar year 2023, which is deemed herein to be the first (1st) Tax Year, and on or before May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as "Payment Date" or collectively as the "Payment Dates". The first payment on the Tax Increment Note, to become due and payable on or before the first Payment Date, shall be limited to all the Available Tax Increments received by the City on the Project prior to the actual date of payment. For all payments after said first payment on the Tax Increment Note, subject to the maximum payment of principal to be included in a payment for any particular Tax Year as is as described below, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever.

i) The maximum sum of principal and interest to be payable in any single year shall be as follows:

(1) the payment for the first Tax Year, said first Tax Year being the calendar year 2023, which payment is to be made on or before May 15th of the year 2024, shall be a maximum amount, which maximum amount shall be limited to the sum of (a) payment of principal in the amount of \$76,864.24 and (b) payment of interest accrued on the total principal balance due on the Tax Increment Note from the date of issuance of said Note to the date of said payment;

(2) the payments for each of the second (2nd) Tax Year through the ninth (9th) Tax Year, which payments are due, respectively, on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of principal in the amount set forth in the table below and (b) payment of interest accrued on the principal balance of the Tax Increment Note since the prior payment:

Second (2 nd) Tax Year max principal	\$93,426.00
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Third (3 rd) Tax Year max principal	\$98,100.00
Fourth (4 th) Tax Year max principal	\$103,000.00
Fifth (5 th) Tax Year max principal	\$108,050.00
Sixth (6 th) Tax Year max principal	\$113,550.00
Seventh (7 th) Tax Year max principal	\$119,230.00
Eighth (8 th) Tax Year max principal	\$125,200.00
Ninth (9 th) Tax Year max principal	\$131,420.00

(3) the payment or payments for the tenth (10th) Tax Year, payable on or before May 15th of the calendar year following each respective Tax Year, shall be limited to a maximum amount, which maximum amount shall be the sum of (a) payment of the remaining principal balance due on the Tax Increment Note and (b) payment of interest accrued on the principal balance of the Tax Increment since the prior payment;

(4) The City, in its sole discretion, is authorized to increase the principal sum to be paid to Developer by the City for a particular Tax Year over the maximum sum as outlined in this Amendment to the Developer Agreement. The Finance Director is hereby authorized to make such decision on behalf of the City and the Finance Director is authorized to remit payment in accordance therewith.

ii) In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Early Payment of Taxes. In the event that Developer's Taxes are paid in full on or before February 15th of a particular year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. In such instance, the City's Finance Director is authorized to make such payment within the

later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Subordinate Use of Tax Increments. Section 3.6 of the Development Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

“Section 3.6. Use of Tax Increments.

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (1) to make payments on the Tax Increment Note; and
- (2) after payment of the Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the “City”), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor’s Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called “original net tax capacity”. There are risk factors for persons relying on tax increments to be received over time, including the following:

- (a) Incomplete Completion of the Improvements. The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.
- (b) Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value would be reduced, and taxes and tax increments would be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.
- (c) Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
- (d) Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.
- (e) Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The North Dakota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
- (f) Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities.
- (g) Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.
- (h) Legislation. The North Dakota Legislature has the authority to modify laws affecting real property taxes, particularly as they relate to mill levies and the overall level of taxes.

- (i) Combinations of Factors. Factors that reduce taxes and tax increments can occur in combinations that reduce tax increments further than any one factor alone.

Factors noted above present risks for the receipt of tax increments; changes in the other direction could increase taxes and tax increments.

Pay-as-You-Go Format. The Tax Increment Notes are instruments which municipalities refer to as "pay as you go" notes. Issued in reimbursement of eligible costs paid by others, such notes involve no initial cash to or from the municipality. They are issued to developers of property improvements, the same parties who are expected to own the real property and pay the taxes. As long as the same party both owns the property and holds the note, the tax increment risks noted above to some extent cancel out economically, making the changes somewhat a "wash". For instance, if the property owner does not pay its taxes, the same party as holder of the note does not receive tax increments (because, due to non-payment of taxes, there are none). If tax capacity rates fall, leading taxes and tax increments to fall, the note holder receives fewer tax increments in payment of the note but the same person as owner of the property has "saved" a similar amount in not paying taxes. If the ownership of the real property and the note cease to be in the same party, this offsetting of tax increment risks by attendant property tax benefits is broken. Upon the initial issuance of the Note, the holder is the Developer.

TAX TREATMENT OF NOTE

No Information About Tax Treatment of Note. The Issuer does not know, and makes no representation about, the tax treatment of, or tax consequences for the Developer of, (1) the Issuer's issuance of the Note in reimbursement of public costs of redevelopment paid by the Developer, or (2) the later retention or disposition of the Note or the retention or disposition of the property whose costs were reimbursed by the issuance of the Note.

NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

NOT COMPREHENSIVE

Not Comprehensive. This Private Placement Memorandum is not intended to be a complete or comprehensive description of the Note or a complete presentation of all matters relevant to owning or holding the Note. It is intended for use with the Developer or a sophisticated investor, each of whom are encouraged to engage in such diligence reviews of matters of fact and law and inquiries as to matters of fact and law as will provide sufficient information for a business decision about ownership of the Note. The Developer to whom the Note is originally issued will provide the City with a certificate as to making its own determinations and not relying on the City or information provided by the City.

RECEIPT AND ACKNOWLEDGEMENT

PRIVATE PLACEMENT MEMORANDUM

The undersigned does hereby acknowledge receipt of the Private Placement Memorandum delivered to the undersigned dated the ____ day of _____, 20 ____.

DATED: _____


NC Land Lease, LLC.

By _____
James Roers, its President

(2)

MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: January 18, 2024

SUBJECT: In-Kind Commitment for EPIC Gateway Project

EPIC is using the Renaissance Zone incentives to develop a third building on the Gateway site on Main Avenue. The City of Fargo already approved a Renaissance Zone property tax exemption for the project.

EPIC Unite Real Estate Holdings LLC is applying for a buy down of its interest rate from the Bank of North Dakota. This requires community match, which can be an in-kind contribution of the Renaissance Zone property tax exemption.

Attached are agreements the City needs to approve for the in-kind contribution of the already approved Renaissance Zone incentives. Fargo is not providing any cash or loan guarantee. The Bank of North Dakota will provide a lower interest rate if this interest buy down is approved.

Recommended Motion

Approve agreements to provide in-kind contributions of Renaissance Zone property tax exemptions to EPIC Unite Real Estate Holdings LLC.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	EPIC UNITE REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

INTEREST BUYDOWN AGREEMENT PACE PROGRAM

This Interest Buydown Agreement is made between CITY OF FARGO (the "Community"), and the Bank of North Dakota ("BND") acting on behalf of the PACE Program ("PACE") for the purpose of a buydown on the interest for the loan (the "Loan") received by EPIC UNITE REAL ESTATE HOLDINGS LLC (the "Borrower") from BANK FORWARD (the "Originating Lender") pursuant to a promissory note dated _____. The attached payment schedule labeled Exhibit A details the Loan amount and terms and may be modified from time to time. The Borrower, Community, and BND agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Note and Related Documents. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Addendum to the Promissory Note - means the Addendum to the Promissory Note entered into by the Borrower and Originating Lender. The addendum to the Promissory Note addresses specific terms and conditions with respect to the Borrower's participation of their Loan in PACE Program offered by BND.

Agreement - means this Interest Buydown Agreement, as amended, supplemented, or modified from time to time.

Affiliate - means any Person (1) which directly or indirectly controls, or is controlled by, or is under common control with the Originating Lender or Borrower; (2) which directly or indirectly beneficially owns or holds five (5%) or more of any class of voting stock of the Originating Lender or Borrower; or (3) five percent (5%) or more of the voting stock of which is directly or indirectly beneficially owned or held by the Originating Lender or Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the attached payment schedule labeled Exhibit A.

Borrowing Rate - means the interest rate to be paid by the Borrower as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note, but in no event will it be less than 1.00%.

Business Day - means any day other than a Saturday, Sunday, or other day on which commercial banks in North Dakota are authorized or required to close under the laws of the State of North Dakota, unless otherwise provided for in the Note.

Buydown Documents means this Agreement, the Escrow Agreement and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount; and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community commitment amount, if any.

OFFICE USE ONLY	
Borrower:	EPIC UNITE REAL ESTATE HOLDINGS LLC
Program Option:	Flex PACE
Return SIGNED Documents to BND	

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement – means Agreement by which the payments to disburse the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of new affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by the Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

Investment – Total costs of equipment, real estate and/or improvements to real property associated with the PACE loan request.

Note - may refer to a promissory note, credit agreement, loan agreement, or any other document that states the terms of the indebtedness between the Originating Lender and the Borrower.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Participation Agreement – means the agreement between the Originating Lender and BND in connection with the Loan.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Person - means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

Related Documents - means all supporting documents related to the Loan.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

OFFICE USE ONLY		
Borrower:	EPIC UNITE REAL ESTATE HOLDINGS LLC	Return SIGNED Documents to BND
Program Option:	Flex PACE	

ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.
2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.
3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.
4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note PACE Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.
5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.
6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.
7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

Upon receipt of notice from the Community and until such time as the deficiency is cured, the following shall occur:

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	EPIC UNITE REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.
8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Community represents and warrants to the Borrower and BND that:

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.
2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.
3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.
4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.
5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.
6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	EPIC UNITE REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

which it is a party.

ARTICLE IV

AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

SECTION 4.02. Obligation to Resolve Disputes. It is the intent of all parties to this Agreement that conflicts or potential conflicts and circumstances or situations which arise which are not considered herein, be resolved at the most informal level possible and to the mutual benefit of each party to the extent possible.

SECTION 4.03. Program Requirements. So long as the Note is participating in the PACE Program:

1. **Job Creation:** - Job creation is not necessarily a requirement of the Flex PACE or Flex PACE for Affordable Housing Programs, but will be tracked for informational purposes. The Borrower will show evidence of the level of employment created and maintained in North Dakota for the duration of this Agreement. At the request of the BND, the Borrower shall complete a recipient report to verify employment levels, and such other evidence as BND may request from the Borrower.
2. **Donations, Gifts or Loans.** The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

ARTICLE V

CONDITIONS PRECEDENT

SECTION 5.01. Condition Precedent to this Agreement. The obligation of BND under this Agreement is subject to the condition precedent that BND shall have received on or before the day of the Loan each of the following, in form and substance satisfactory to BND and its counsel:

1. **Evidence of all Corporate Action by the Community.** BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.
2. **Opinion of Counsel for the Community.** A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.
3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

SECTION 5.02. Notification to Originating Lender. Upon satisfaction of the conditions, BND shall notify the Originating Lender in writing that all conditions have been satisfied for the Loan's participation in the PACE Program.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	EPIC UNITE REAL ESTATE HOLDINGS LLC	
Program Option:	Flex PACE	

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement, shall in any event be effective unless such is in writing and signed by BND and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for under this Agreement shall be in writing and shall be effective upon the earlier of (a) when actually delivered, (b) when deposited with a nationally recognized overnight courier or (c) if mailed, when deposited in the United State mail, as first class, certified or registered mail postage prepaid, directed to the applicable party at the address specified below, except that notices to BND pursuant to the provisions of Article II shall not be effective until received by BND.

Community:

CITY OF FARGO
225 4TH ST N
FARGO ND 58102-4809

BND:

BANK OF NORTH DAKOTA
PO BOX 5509
BISMARCK, ND 58506-5509
Attention: Commercial Loan Department

Borrower:

EPIC UNITE REAL ESTATE HOLDINGS LLC
400 10TH ST SE
MINOT ND 58701

Any party may change its address for notices by giving formal written notice to the other parties and specifying that the purpose of the notice is to change the party's address.

SECTION 6.03. No Waiver; Remedies. No failure on BND's part to exercise, and no delay in exercising, any right, power, or remedy under any Buydown Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Buydown Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Buydown Documents are cumulative and not exclusive of any remedies provided by law.

SECTION 6.04. Successors and Assigns. This Agreement may not be assigned or transferred by either party without the prior consent of BND.

SECTION 6.05. Costs, Expenses, and Attorney Fees. The Community and BND agree to indemnify each other for reasonable fees and out-of-pocket expenses, including attorney fees, in connection with the enforcement of any portion of this Agreement.

SECTION 6.06. Indemnification for Misrepresentation. The Community and BND agree to indemnify each other for any and all loss, payment and additional expense resulting from any misrepresentation or breach of warranty made herein, including any expense and legal fees that might be incurred because of any such misrepresentation or breach of warranty.

SECTION 6.07. Disclosure of Information. The Community hereby consents to the disclosure of all financial, business, and other information about the Community which BND may possess at any time to other lenders participating in the Loan.

SECTION 6.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited,

OFFICE USE ONLY	
Borrower:	EPIC UNITE REAL ESTATE HOLDINGS LLC
Program Option:	Flex PACE
Return SIGNED Documents to BND	

unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

SECTION 6.11. Third Party Beneficiary. The parties acknowledge that the Borrower is an intended third party beneficiary of this agreement and, to the extent that funds are available and no determination has been made by a court of competent jurisdiction that this agreement is unenforceable, is entitled to enforce the agreement as provided by N.D.C.C. § 9-02-04.

SECTION 6.12 Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

CITY OF FARGO

By: _____

Its: _____

BANK OF NORTH DAKOTA

By: Rodney Heit
Rodney Heit
Its: Business Banker

EPIC UNITE REAL ESTATE HOLDINGS LLC

By: [Signature]
Title: President

**ESCROW AGREEMENT
PACE PROGRAM**

This Escrow Agreement (the "Agreement") is made between the **BANK OF NORTH DAKOTA** acting on behalf of the PACE program ("BND"), **CITY OF FARGO** (the "Community"), and the **BANK OF NORTH DAKOTA** acting through its Trust Department as Escrow Agent (the "Escrow Agent") for the purpose of receiving and disbursing the Interest Buydown Amount in connection with the loan (the "Loan") made to **EPIC UNITE REAL ESTATE HOLDINGS LLC** (the "Borrower") by **BANK FORWARD** (the "Originating Lender") pursuant to a promissory note dated _____ (the "Note").

BND, the Community and the Escrow Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Interest Buydown Agreement. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Agreement - means this Escrow Agreement, as amended, supplemented, or modified from time to time.

Borrowing Rate - means the interest rate to be paid by the Borrower after subtracting the Interest Buydown Amount from the interest expense which will accrue at the initial Yield Rate over the life of the PACE commitment as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note depending upon the periodic adjustment of the rate index over the term of the Loan, but in no event will it be less than the minimum rate set forth in the Note.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the payment schedule labeled Exhibit A.

Buydown Documents - means this Agreement, the Interest Buydown Agreement, Addendum to Promissory Note PACE Program, and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount, and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community Commitment Amount, if any.

Escrow Agent - means Bank of North Dakota acting through its Trust Department.

Escrow Agreement - Agreement by which the payments to retire the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program - means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program - means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of affordable multi-family housing units within the Community.

Interest Buydown Amount - means the actual amount to be paid by the Escrow Agent on behalf

of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

PACE Program - means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

Section 2. Receipt of Interest Buydown. BND and the Community agree to deliver to the Escrow Agent the amount as set out and described in the payment schedule -labeled Exhibit A in the amounts and on the dates indicated, subject to this Agreement.

Section 3. Disbursement of the Interest Buydown Amount. The Escrow Agent agrees to disburse the Interest Buydown Amount to Originating Lender in the amounts and on the dates as set out and described in the payment schedule labeled Exhibit A, subject to this Agreement.

Section 4. Notice from BND. Upon notice of receipt of Loan payment according to the terms of the Note, notice from BND, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A. If on the date the Loan payment is received by BND, the Escrow Agent has not received all or any part of the Community's share of the Interest Buydown Amount as indicated on the payment schedule labeled Exhibit A, the Escrow Agent shall not disburse either the BND Buydown Amount or and the Community Buydown Amount, to the Originating Lender.

In the event that all parties to this Agreement have consented that the Community will provide a Community In-Kind Commitment Amount in lieu of all or some part of its cash portion of the Interest Buydown Amount, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A.

Section 5. Notice of Suspension of Disbursement of Interest Buydown Amount. Upon notice by BND to the Escrow Agent that payments of the Interest Buydown Amount are to be suspended, the Escrow Agent will not make any further disbursements of the Interest Buydown Amount to the Originating Lender, until the Escrow Agent receives notice from BND, directing the Escrow Agent to resume disbursing the Interest Buydown Amount upon receipt of a notice for payment.

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return

of funds or final Interest Rate Reduction disbursement and shall have no further duties or obligations to any party other than, upon request, to provide a final accounting of receipts and disbursements.

Section 7. Duties of Escrow Agent, Reliance on Notices. The Escrow Agent shall not be liable as Escrow Agent except for the performance of such duties as are specifically set out in this Agreement to be performed by the Escrow Agent and the Escrow Agent may conclusively rely, as to the truth of the statements expressed in any notice, in the absence of bad faith on the part of the Escrow Agent, upon notices conforming to the requirements of this Agreement. No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall at all times be protected from liability for any error or judgment made in good faith by a responsible officer or officers unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts and the Escrow Agent shall at all times be protected with respect to any action taken or omitted to be taken by it in good faith and in accordance with the directions contained in a notice received by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall also be protected when acting in good faith and upon advice of its counsel.

Section 8. Fees and Costs. The Escrow Agent shall be entitled to receive fees, in such amounts as it may establish from time to time, and to be reimbursed for its costs, including attorney's fees, for the performance of its duties under this Agreement.

Section 9. Notice. All notices, demands and requests to be given or made under this Agreement, if in writing, shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

Community:

CITY OF FARGO

225 4TH ST N

BND:

FARGO ND 58102-4809

BANK OF NORTH DAKOTA, Agent

PO BOX 5509

BISMARCK, ND 58506-5509

Attention: Financial Institutions Market

Escrow Agent:

BANK OF NORTH DAKOTA, Escrow Agent

PO BOX 5509

BISMARCK, ND 58506-5509

Attention: Trust Department

Lender:

BANK FORWARD

PO BOX 7070

FARGO ND 58106

Any of the above parties may change the address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to each of the other parties.

Section 10. Amendments. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement shall in any event be effective unless in writing and signed by all parties and then such waiver, consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable by law shall be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

Section 13. Headings. Article and Section headings in this Agreement are for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 14. No Waiver; Remedies. No failure on the part of the Escrow Agent to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Section 15. Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

BANK OF NORTH DAKOTA, BND

CITY OF FARGO

By: Rodney Heit

Rodney Heit
Title: Business Banker

By: _____
Title: _____

BANK OF NORTH DAKOTA, Escrow Agent

Carrie Willets

Title: ESCROW OFFICER

Please select Community's preferred billing option:

- ☐ One-Time Payment (PV)
- ☐ Annually
- ☐ Semi-Annually
- ☐ Quarterly
- ☐ Monthly
- ☐ In-Kind

☒ Renewance Zero
Property Tax Exemption

**COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION**

The CITY OF FARGO (the Community) has approved its participation in the PACE Program for a loan to EPIC UNITE REAL ESTATE HOLDINGS LLC (the Borrower) and has made the necessary provisions to match the BND Buydown Amount to be paid by Bank of North Dakota (BND) as required by the program.

The total PACE benefit to the Borrower and the breakdown to the Community and BND are detailed in the payment schedule labeled Exhibit A.

The Borrower's rate will be bought down approximately 4.00% below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

The Community Authorized Representative signing this Authorization represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Authorization and that this Authorization is a valid, legal and binding on the Community and enforceable in accordance with its terms of this Authorization.

The Community shall provide an Opinion of Counsel in a form satisfactory to BND verifying the Community has taken appropriate action and has authority for its participation in the PACE Program.

Community Authorized Representative

(Please type or print name above)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN PRACS SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 2, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 8, 2024,

NOW, THEREFORE,

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

Section 1. Lot One (1) less north 384.14 feet of Block One (1), Pracs Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "LC", Limited Commercial, District to "GC", General Commercial, District with a Planned Unit Development overlay as follows:

A. Allowed Uses:

In addition to the uses allowed within the "GC", General Commercial zoning district, manufacturing, production, and warehouse uses shall also be allowed.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

B. The following uses are prohibited:

1. Detention facility;
2. Adult establishment;
3. Aviation/surface transportation;
4. Off-premise advertising; and
5. Portable signs.

C. Additional Standards:

1. Off-street parking, loading, and vehicular circulation shall have an all-weather surface, as defined by the Land Development Code.
2. The property shall not be used in whole or in part for storage of rubbish or debris of any kind whatsoever nor for the storage of any property or items that will cause such lot to appear untidy, unclean, or unsightly as determined by the Zoning Administrator; nor shall any substance, item or material be kept on any lot that will emit foul odors, including compost sites and fertilizer.
3. No outdoor storage of equipment or supplies.
4. All refuse containers, including dumpsters, shall be concealed from public view by an opaque fence, screen wall, or building extension.
5. The manufacturing, production, or processing of hazardous chemicals or materials shall not be permitted.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN GAMMA FARGO ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 2, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 8, 2024,

NOW, THEREFORE,

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

Section 1. Lots One (1) through Three (3), Block One (1) of Gamma Fargo Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "LC", Limited Commercial, District to "GC", General Commercial, District with a Planned Unit Development overlay as follows:

A. Allowed Uses:

In addition to the uses allowed within the "GC", General Commercial zoning district, manufacturing, production, and warehouse uses shall also be allowed.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

B. The following uses are prohibited:

1. Detention facility;
2. Adult establishment;
3. Aviation/surface transportation;
4. Off-premise advertising; and
5. Portable signs.

C. Additional Standards:

1. Off-street parking, loading, and vehicular circulation shall have an all-weather surface, as defined by the Land Development Code.
2. The property shall not be used in whole or in part for storage of rubbish or debris of any kind whatsoever nor for the storage of any property or items that will cause such lot to appear untidy, unclean, or unsightly as determined by the Zoning Administrator; nor shall any substance, item or material be kept on any lot that will emit foul odors, including compost sites and fertilizer.
3. No outdoor storage of equipment or supplies.
4. All refuse containers, including dumpsters, shall be concealed from public view by an opaque fence, screen wall, or building extension.
5. The manufacturing, production, or processing of hazardous chemicals or materials shall not be permitted.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1
2
3
4 Section 3. This ordinance shall be in full force and effect from and after its passage and
5 approval.
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7

8 (SEAL)

Timothy J. Mahoney, M.D., Mayor

9 Attest:
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12 _____
Steven Sprague, City Auditor
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First Reading:
Second Reading:
Final Passage:

5

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Approval of Pledged Securities
DATE: January 10, 2024

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

Wells Fargo BNY Mellon	\$ 42,595,603
US Bank (Letter of Credit)	<u>\$ 5,000,000</u>
Total Pledged Collateral	<u>\$ 47,595,603</u>

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the listing of pledged securities as of December 31, 2023.



Issue Date: November 1, 2023

LOC No.: 572106

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

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Wednesday, May 01, 2024.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Wishart".

Lisa Wishart
Vice President

A handwritten signature in cursive script, appearing to read "Markus Pepper".

Markus Pepper
Credit Operations Officer

c: Patricia Finnemore
U.S. Bank National Association



BNY MELLON

Broker/Dealer Services
101 Barclay Street, 4th Floor East
New York, NY 10286

Date: 12/29/23

001074 XBGSCD11
ATTN: STEVEN SPRAGUE
CITY OF FARGO
225 4TH STREET NORTH
FARGO ND 58012-4817

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 12/29/23

The collateral segregated on your behalf on 12/29/23 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
05914FX88	BALTIMORE CNTY 4.000% 03/01/44	5,000,000.00	5,130,605.56
36179WRZ3	GNMA G2SF 2.000% 11/20/51	51,502,930.00	37,208,681.46
54241INC3	LONG BEACH CAL 4.000% 08/01/45	250,000.00	256,316.11
TOTAL MKT VALUE			42,595,603.13

**BNY MELLON****BROKER DEALER SERVICES DIVISION
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES**

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.



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

wa

Applying for (check one)

<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input checked="" type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Knights of Columbus Council 11930 Sts Anne & Joachim		Dates of Activity (Does not include dates for the sales of tickets) 5/16/2024	
Organization or Group Contact Person Cory J Badinger		E-mail cory.badinger@outlook.com	Telephone Number 701-730-2130
Business Address 5202 25th St S		City Fargo	State ND
Mailing Address (if different)		City	State
			ZIP Code 58104

SITE INFO

Site Name Sts. Anne & Joachim Catholic Church		County Cass	
Site Physical Address 5202 25th St S		City Fargo	State ND
			ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Calendar Raffle for Month of May 2024 to be drawn at officers meeting on May 16, 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	Cash	\$2,200
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

Scholarships, donations

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Name Cory Badinger	Title Financial Secretary	Telephone Number 701-730-2130	E-mail Address cory.badinger@outlook.com
Signature of Organization or Group's Top Official <i>Cory Badinger</i>		Title Financial Secretary	Date 01/09/2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

(66)

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*						
Games to be conducted							
<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input checked="" type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Minnesota Farm Bureau Foundation		Dates of Activity (Does not include dates for the sales of tickets) February 2 & 3, 2024	
Organization or Group Contact Person Ruth Meirick	E-mail ruth.meirick@fbmn.org	Telephone Number 507 383 1400	
Business Address 3080 Eagandale Place	City Eagan	State MN	ZIP Code 55121
Mailing Address (If different) PO Box 64370	City St. Paul	State MN	ZIP Code 55164

SITE INFO

Site Name Delta Hotel -- Marriott		County Cass	
Site Physical Address 1635 42nd St. SW	City Fargo	State MN	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Bingo will be on Friday, February 2 from 8:30 PM			
Raffle will be held on Friday & Saturday throughout day but winner will be selected on Saturday, February 3, at noon			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	10 Baskets of Minnesota Farm Bureau and Ag Industry Swag	\$30 300
Raffle	Dewalt Multi Tool Set & Milwaukee Impact Set	\$154.00 & \$130.00
Total (Limit \$40,000 per year)		\$ 584.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Ruth K. Meirick	Telephone Number 507 383 1400	E-mail Address ruth.meirick@fbmn.org
Signature of Organization Group's Permit Organizer <i>Ruth K. Meirick</i>	Title Minnesota Farm Bureau Foundation Director	Date 01/11/24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (4-2023)

600

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit				<input type="checkbox"/> Restricted Event Permit*			
Games to be conducted				<input type="checkbox"/> Raffle by a Political or Legislative District Party			
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity (Does not include dates for the sales of tickets)	
Muskie Inc. 7-m chapter		2-08-2024	
Organization or Group Contact Person		E-mail	Telephone Number
Richard A. Eagleson		REagle2481@Aol.com	701-237-4801
Business Address		City	State ZIP Code
909 page Dr.		Fargo	ND 58103
Mailing Address (if different)		City	State ZIP Code
Same			

SITE INFO

Site Name		County	
RAMADA Fargo		CASS	
Site Physical Address		City	State ZIP Code
3333 13 th Ave South		Fargo	ND 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Raffle 2-08-2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	See Last 2 pages	\$ 7630.00
Total (limit \$40,000 per year)		\$ 7630.00

Intended Uses of Gaming Proceeds

to promote muskie Reservoir stocking, youth fishing, donations -	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)	
<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - Total Retail Value: 1,000.00 (This amount is part of the total prize limit for \$40,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Name	Title	Telephone Number	E-mail Address
Rich Eagleson	club treasurer	701-237-4801	REagle2481@Aol.com
Signature of Organization or Group's Top Official		Title	Date
[Signature]		club treasurer	01-15-2024

4	Few Fishing Rods	100.00
3	Buckets	90.00
1	Yatie Cooler	265.00
5	Yatie Drink Cups	100.00
2	Ladie classes	110.00
2	Yatie Cups	78.00
4	Cup holders	80.00
4	Life Jackets	60.00
2	" " Pushons	20.00
6	Knife packages	150.00
10	Knives	120.00
1	Knife	45.00
1	Butt out	6.00
1	Ladies Cooler	95.00
1	Frying Saver	130.00
2	Fryers	100.00
1	VACUM SAVER	140.00
2	Lounge chairs	130.00
2	Chairs	144.00
1	Wino Cooler	60.00
2	Hunting Bismackers	150.00
4	Ice Fishing Rods	112.00
1	12ga 2" shot Gun 5# BL 12010275	500.00

2 page total

7630.00

1	Walleye Rod	290.00
10	Rods + Reels	650.00
2	walleye lures	210.00
5	Rod & Reels	895.00
5	Rod & Reels	375.00
2	Ice Reels	150.00
1	Ice Auger	380.00
1	Ice Combo	20.00
1	Ice Auger	80.00
1	Box Ducoys	40.00
1	Solo stove	225.00
5	Range Bags	150.00
2	Rifle Bags	80.00
4	Decoy Boxes	120.00
1	Ice clam House	200.00
8	Vista Drink cups	160.00
3	Umbrellas	60.00
2	Bags	92.00
2	Gun cleaning kits	56.00
2	Ear muffs	42.00
4	targets	80.00
2	turkeys	26.00
2	Coyotes	70.00
2	coolers	140.00
1	walleye Box	90.00
2	" "	50.00
2	tackle Box	48.00
3	" "	24.00
2	Ice Scurps	50.00



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group Bethany Auxiliary		Dates of Activity (Does not include dates for the sales of tickets) various dates throughout the year	
Organization or Group Contact Person Brianne Anderson	E-mail banderson@bethanynd.org	Telephone Number 701.239.3246	
Business Address 201 Univeristy Dr S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Bethany Retirement Living		County Cass	
Site Physical Address 201 University Dr S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 1/23/24, 1/25/24, 5/15/24, 5/16/24, 7/10/24 (tent), 7/17/24 (tent), 9/14/24 (tent)			

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

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

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Brianne Anderson	Telephone Number 701.239.3246	E-mail Address banderson@bethanynd.org
Signature of Organization Group's Permit Organizer 	Title Directory, Community Life	Date 1-16-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

(10)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group FM WALLEYES UNLIMITED, INC.		Dates of Activity (Does not include dates for the sales of tickets) 4/4/2024	
Organization or Group Contact Person DAVE WASNESS	E-mail DGWASNESS@GMAIL.COM	Telephone Number 701-361-5999	
Business Address P.O. BOX 1017	City MOORHEAD	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name RAMADA		County CASS	
Site Physical Address 3333 13TH AVE S	City FARGO	State ND	ZIP Code 58103

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

RAFFLE - 4/4/2024

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

Game Type	Description of Prize	Exact Retail Value of Prize
RAFFLE	GARMIN LIVESCOPE BUNDLE	\$3300.00
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
To help FM Walleyes Unlimited, Inc promote conservation, sportsmanship, and education of walleye fishing in the greater FM area.

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
☒ No ☒ Yes - Total Retail Value: **6000.00** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer DAVE WASNESS	Telephone Number 701-361-5999	E-mail Address DAVE.WASNESS@FMWALLEYES.COM
Signature of Organization Group's Permit Organizer 	Title PRESIDENT	Date 1/16/2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 84 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

(Signature)

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group

FM WALLEYES UNLIMITED, INC.

Dates of Activity (Does not include dates for the sales of tickets)

1/26, 2/15, 3/21, 4/18, 5/16, 9/19, 10/17, 12/5

Organization or Group Contact Person

DAVE WASNESS

E-mail

DGWASNESS@GMAIL.COM

Telephone Number

701-361-5999

Business Address

P.O. BOX 1017

City

MOORHEAD

State

MN

ZIP Code

56560

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

RAMADA

County

CASS

Site Physical Address

3333 13TH AVE S

City

FARGO

State

ND

ZIP Code

58103

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

RAFFLE - 1/26, 2/15, 3/21, 4/18, 5/16, 9/19, 10/17, 12/5.

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

Game Type	Description of Prize	Exact Retail Value of Prize
RAFFLE	MULTIPLE FISHING GEAR AND ACCESSORIES (MULTIPLE WINNERS)	\$6,000
		Total (limit \$40,000 per year) \$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

To help FM Walleyes Unlimited, Inc promote conservation, sportsmanship, and education of walleye fishing in the greater FM area.

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
DAVE WASNESS	701-361-5999	DAVE.WASNESS@FMWALLEYES.COM
Signature of Organization Group's Permit Organizer	Title	Date
	PRESIDENT	1/16/2024

January 17, 2024

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

Re: Three Ten-Year Deferral Agreements for the Brand Properties

Dear Commissioners:

Enclosed and delivered for the City Commissions review and approval are three Ten-Year Deferral Agreements, non-interest bearing, for the Brand Properties. The properties are located at 2101 57th Street North, 5401 19th Avenue North, and 5617 19th Avenue North. These deferrals were requested by the Developer of the northern quarter of 19th Avenue and 57th Street North Annexation.

The request was sent to the Finance Committee Meeting in May. The Committee unanimously voted to approve the Ten-Year, non-interest accruing Deferral Agreements and to forward them on to the City Commission for approval.

Recommended Motion:

Approve the three Ten-Year, non-interest accruing Deferral Agreements with the terms to be stated in the Agreements.

Respectfully Submitted,



Dan Eberhardt
Special Assessment Coordinator

Attachments

REPORT OF ACTION**FINANCE COMMITTEE****Type:** Deferral**Location:** 19th Avenue North & 57th Street**Date of Hearing:** May 22, 2023

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

A request for a deferral for Bruce and Elwood Brand was presented to the Committee. An Annexation plat is in process with Eagle Ridge Development for 19th Avenue North and 57th Street North. The plat excludes the Brand Farmsteads. Bruce and Elwood Brand have agreed to be annexed but are requesting a deferral of special assessments as part of the annexation process. Staff feel that it would be a benefit for the City to agree to the deferral.

MOTION:

On a motion by Steve Sprague, seconded by Dave Piepkorn, the Finance Committee voted to approve the deferral, and to forward on to the City Commission.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>x</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>x</u>		
Mike Redlinger, City Administrator	<u>X</u>	<u>x</u>		
Vacant, Assistant City Administrator				
Vacant, Director of Finance	<u>X</u>	<u>x</u>		<u>Tanner Smedshammer</u>
Steve Sprague, City Auditor	<u>X</u>	<u>x</u>		

Memorandum

To: Members of the Finance Committee

From: Dan Eberhardt, Special Assessments Coordinator

Date: May 16, 2023

Re: Request for Deferment of Special Assessment for the Bruce Brand and Elwood Brand farmsteads.

Background:

Jonathan Youness with Eagle Ridge Development is in the process of an annexation plat in the northeast corner of 19th Avenue North and 57th Street North. This plat currently excludes the Brand Farmsteads (see attachment). To square up the plat, the Brands have agreed to be annexed as part of this annexation process. Elwood and Bruce Brand own the farmsteads in this northeast intersection of 19th Avenue and 57th Street. They are requesting a deferral for becoming part of the annexation process, a ten-year non-interest bearing agreement.

Recommended Motion:

Approve a ten-year deferral for the Brand Farmsteads non-interest bearing.

DBE/klb
Attachments

C: Brenda Derrig, City Engineer

To: DEberhardt@FargoND.gov

Dear Mr. Eberhart,

I am writing regarding the annexation process of the property adjacent to our farmstead. To streamline the annexation, we have agreed to include our farmstead as well. As a result, the entire northeast corner of 19th Avenue North and 57th Street North would fall within the City's jurisdiction.

As part of the annexation agreement, we kindly request a deferral of any pending special assessments for our property. We believe this would be a fair consideration given the circumstances.

Please feel free to reach out if you have any questions or require additional information from us. Thank you for your attention to this matter.

Sincerely,

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

Bruce Brand

FINANCE COMMITTEE MEETING MINUTES

Regular Meeting:

Monday, May 22, 2023

The Regular Meeting of the Finance Committee of the City of Fargo, North Dakota, was held in the Meadowlark Room at City Hall at 10:00 a.m., Monday, May 22, 2023.

The Finance Committee Members present or absent were as follows:

Present: Timothy Mahoney, Dave Piepkorn, Michael Redlinger, Steve Sprague and Tanner Smedshammer.

Absent: None.

Others Present: Melissa Perala, Jan Eliassen, Jordan Beyer, Ben Dow, Kevin Gorder, Brenda Derrig, Dan Eberhardt, Doug Durgin, Nathan Boerboom, Bekki Majerus, Chief Zibolski, AC Stefonowicz, Nancy Morris, Denise Kolpack, Jordan Corneliusen and Jill Pagel.

Approval of Minutes

Mr. Piepkorn moved the minutes of the April 24, 2023 Finance Committee meeting be approved as presented. Second by Mr. Sprague. All Members present voted aye and the motion was declared carried.

Consent Agenda

Sole Source and PBC items Approved:

Two requests were approved to include Tech Sales and Johnson Controls.

Mr. Sprague moved to approve, second by Mr. Redlinger and all members present voted in favor.

Regular Agenda

Budget Adjustment Request Approved:

Ms. Perala summarized two budget adjustment requests. The first request is an adjustment for the nursing staff with the Cass County Jail contract increasing salaries by 10 percent. A budget adjustment of \$38,584.44 reflects current salaries of staff, which will be 100 percent reimbursed by Cass County but needs to be reflected in the Health Department budget numbers.

The second request is for expenses for essential services for the Harm Reduction division. Ms. Eliassen spoke of the growth in the responsibilities of the Downtown Engagement Center. She stated staffing challenges of recruitment and scheduling of

Mr. Piepkorn moved to approve only if the property could be assessed as a nuisance abatement. Second by Mr. Redlinger and all members present voted in favor.

City Participation in Graver Alley overhead power burial Approved:

Mr. Gorder received a request from Kilbourne in March for assistance with the cost of burying the overhead power line on Graver Alley. When the Kesler Building was built, Kilbourne set their building back about 12.5' for clearance of the powerline. After construction started, Xcel notified Kilbourne that the overhead power had to be removed. The Kesler project thus incurred an additional \$209,548 in costs. Kilbourne has asked the City to split this cost.

The City Engineer and Kilbourne sat down and discussed four possible options. Option 4 was agreed to by both parties. The cost share for the City will be \$104,774.36.

Piepkorn moved to approve, second by Redlinger and all members present voted in favor.

Request for Deferment of Special Assessment for the Bruce Brand and Elwood Brand farmsteads Approved:

Mr. Eberhardt gave a background of the annexation plat in process with Eagle Ridge Development on 19th Avenue North and 57th Street North. The plat excludes the Brand Farmsteads. Bruce and Elwood Brand have agreed to be annexed but are requesting a deferral of special assessment as part of the annexation process.

If a deferral is not approved, they will wait for the annexation at this time. Ms. Derrig says it is a benefit for the City to agree to the deferral. Mr. Sprague asked if all of the farmstead, including the trucking area, is part of the request as it is not depicted in the attached picture. Mr. Eberhard confirmed that all the property is included.

Sprague moved to approve, second by Piepkorn and all members present voted in favor.

Request for Deferment of Special Assessment for the North Fargo Land, LLC and ARD Properties, LLC Approved:

Mr. Boerboom spoke on behalf of the Engineering Department in regard to the design for the expansion of the water distribution system along the northern edge of City limits. This project is scheduled to receive bids on June 7, 2023. This schedule is critical to take action on a grant application for a cost share with the North Dakota Water Commission.

One area in this project that the city does not have land rights to is the property owned by North Fargo Land, LLC and ARD Properties, LLC. The City has approved both parties to grant the City an easement for the installation of the water main. The owners

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between Bruce P. Brand, hereinafter called “Owner”, and the City of Fargo, North Dakota, a municipal corporation (“City”).

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the “Subject Property” legally described on Exhibit A attached hereto; and

WHEREAS, City intends to make public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City will establish a property improvement project or projects wherein the City installed Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting and Incidentals benefitting Owner’s property; and,

WHEREAS, Owner requested a deferral of the Special Assessments attributable to the proposed project(s); and

WHEREAS, the Finance Committee recommended approval of a deferral in accordance with Fargo Municipal Code §3-1004 for a period of 10 years.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.

2. Definitions.

“Triggering Event” shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The ‘triggering event’ shall apply to all deferred special assessments to include Arterial and Local Public Improvements.

3. Public Improvements to Property. Owner understands and agrees that public improvements, including City installed Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting and Incidentals, which are enumerated in North Dakota Century Code § 40-22-01, constructed over and across Owner’s Property, and that the improvements benefit the Subject Property as designed on Exhibit A attached hereto and incorporated herein by reference, and that special assessments therefore will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner’s right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. §40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this agreement, the Owner hereby waives its right to protest the amount of benefit of any special assessment levied against the Subject Property for the Local Public Improvements.

4. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for any improvements constructed and installed as provided above, as follows (hereinafter identified as “Triggering Events”):

- a. Ten (10) years from the date of certification of the installation of the improvements; or
- b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., platting (other than platting of rights of way) or the application for a building permit on the deferred property; or
- c. In the event that all or any portion of the Property is sold by Owner, this deferral agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits taken out for construction).

5. Annual Review. On or before October 1 of each year during the term of the deferral agreement, the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the Special Assessment deferral should continue.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be

determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

7. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

8. Binding Agreement. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

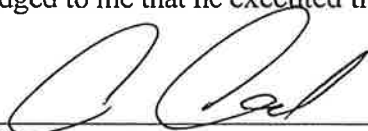
9. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 29 day of December, 2023.


Bruce P. Brand

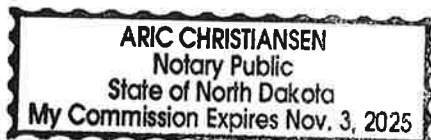
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 29 day of December, 2023, before me, a notary public in and for said county and state, personally appeared Bruce P. Brand to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



Notary Public
Cass County, North Dakota

(SEAL)



Dated this ____ day of _____, 2023.

CITY OF FARGO, A North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

A tract of land in the Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township One Hundred Forty (140) North of Range Forty-Nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Southwest corner of the Southwest Quarter (SW 1/4) of Section twenty-eight (28), Township One Hundred Forty (140) North of Range Forty-Nine (49) West; thence North along the West section line for a distance of 627 feet to the point of beginning; thence North along the West section line of Section Twenty-Eight (28), Township One Hundred Forty (140) North of Range Forty-Nine (49) West for a distance of 231 feet; thence East and parallel to the South section line of Section Twenty-Eight (28), Township One Hundred Forty (140) North of Range Forty-Nine (49) West a distance of 528 feet; thence South and parallel to the West section line of Section Twenty-Eight (28), Township One Hundred Forty (140) North of Range Forty-Nine (49) West a distance of 231 feet; thence West and parallel to the South section line of Section Twenty-Eight (28), Township One Hundred Forty (140) North of Range Forty-Nine (49) West for a distance of 528 feet, more or less, to the point of beginning.

Exhibit "B"

Improvement District No(s) BN-17-A and
BN-17-B (19th Avenue North and 57th Street North)

Sanitary Sewer, Water Main, Storm Sewer, Site Grading,
Paving, Street Lighting & Incidentals

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between Elwood Jay Brand, hereinafter called "Owner", and the City of Fargo, North Dakota, a municipal corporation ("City").

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the "Subject Property" legally described on Exhibit A attached hereto; and

WHEREAS, City intends to make public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City will establish a property improvement project or projects wherein the City installed Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting and Incidentals benefitting Owner's property; and,

WHEREAS, Owner requested a deferral of the Special Assessments attributable to the proposed project(s); and

WHEREAS, the Finance Committee recommended approval of a deferral in accordance with Fargo Municipal Code §3-1004 for a period of 10 years.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.

2. Definitions.

“Triggering Event” shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The ‘triggering event’ shall apply to all deferred special assessments to include Arterial and Local Public Improvements.

3. Public Improvements to Property. Owner understands and agrees that public improvements, including City installed Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting and Incidentals, which are enumerated in North Dakota Century Code § 40-22-01, constructed over and across Owner’s Property, and that the improvements benefit the Subject Property as designed on Exhibit A attached hereto and incorporated herein by reference, and that special assessments therefore will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner’s right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. §40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this agreement, the Owner hereby waives its right to protest the amount of benefit of any special assessment levied against the Subject Property for the Local Public Improvements.

4. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for any improvements constructed and installed as provided above, as follows (hereinafter identified as “Triggering Events”):

- a. Ten (10) years from the date of certification of the installation of the improvements to the water distribution system infrastructure; or
- b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., platting (other than platting of rights of way) or the application for a building permit on the deferred property; or
- c. In the event that all or any portion of the Property is sold by Owner, this deferral agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits taken out for construction).

5. Annual Review. On or before October 1 of each year during the term of the deferral agreement, the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the Special Assessment deferral should continue.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be

spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

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8. Binding Agreement. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.


9. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 29 day of December, 2023.


Elwood Jay Brand

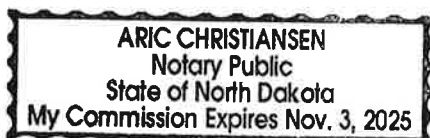
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 29th day of December, 2023, before me, a notary public in and for said county and state, personally appeared Elwood Jay Brand to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



Notary Public
Cass County, North Dakota

(SEAL)



Dated this ____ day of _____, 2023.

CITY OF FARGO, A North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

That part of the Southwest Quarter (SW¼) of Section Twenty-eight (28), in Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Beginning at the Southwest corner of said Section Twenty-eight (28); thence North 02°18'23" West (assumed bearing) along the West line of said Section 28 for a distance of 627.00 feet; thence North 87°30'57" East, parallel to the South line of said Southwest Quarter (SW¼) for a distance of 393.00 feet; thence South 01°50'58" East for a distance of 627.04 feet to a point on the South line of said Southwest Quarter (SW¼); thence South 87°30'57" West along the South line of said Southwest Quarter (SW¼) for a distance of 388.00 feet to the Southwest corner of said Southwest Quarter (SW¼), the point of beginning.

Exhibit "B"

Improvement District No(s) BN-17-A and
BN-17-B (19th Avenue North and 57th Street North)

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Paving, Street Lighting & Incidentals

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Recitals

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WHEREAS, City intends to make public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City will establish a property improvement project or projects wherein the City installed Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting and Incidentals benefitting Owner's property; and,

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- a. Ten (10) years from the date of certification of the installation of the improvements to the water distribution system infrastructure; or
- b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., platting (other than platting of rights of way) or the application for a building permit on the deferred property; or
- c. In the event that all or any portion of the Property is sold by Owner, this deferral agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits taken out for construction).

5. Annual Review. On or before October 1 of each year during the term of the deferral agreement, the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the Special Assessment deferral should continue.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be

spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

7. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

8. Binding Agreement. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.


9. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 29 day of December, 2023.


Elwood Jay Brand

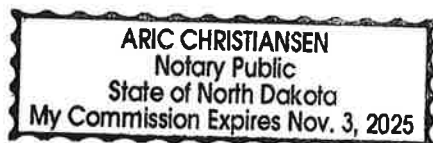
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 29th day of December, 2023, before me, a notary public in and for said county and state, personally appeared Elwood Jay Brand to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



Notary Public
Cass County, North Dakota

(SEAL)



Dated this ____ day of _____, 2023.

CITY OF FARGO, A North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

A tract of land in the Southwest Quarter of Section 28, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North $02^{\circ}18'20''$ West, on the west line of said Southwest Quarter, a distance of 858.00 feet to the northwest corner of "Tract A" as described in document 1510968 on file and of record at the Cass County Recorder's Office, the point of beginning; thence continuing North $02^{\circ}18'20''$ West, on said west line, a distance of 84.37 feet to the most westerly southwest corner of VETERANS INDUSTRIAL PARK ADDITION to the City of Fargo on file and of record as document 1693959 at said Cass County Recorder's Office; thence North $87^{\circ}41'40''$ East, on a southerly line of said VETERANS INDUSTRIAL PARK ADDITION, a distance of 1010.29 feet to an angle point in the boundary of said VETERANS INDUSTRIAL PARK ADDITION; thence South $02^{\circ}39'40''$ East, on a westerly boundary of said VETERANS INDUSTRIAL PARK ADDITION, a distance of 939.24 feet to the south line of said Southwest Quarter; thence South $87^{\circ}31'00''$ West, on the south line of said Southwest Quarter, a distance of 628.13 feet to the southeast corner of "Tract B" as described in said document 1510968; thence North $01^{\circ}50'55''$ West, on the east line of said "Tract B" a distance of 627.04 feet to a point on the south line of said "Tract A"; thence North $87^{\circ}31'00''$ East, on the south line of said "Tract A", parallel with the south line of said Southwest Quarter, a distance of 135.00 feet to the southeast corner of said "Tract A"; thence North $02^{\circ}18'20''$ West, on the east line of said "Tract A", parallel with the west line of said Southwest Quarter, a distance of 231.00 feet; thence South $87^{\circ}31'00''$ West, on the north line of said "Tract A", parallel with the south line of said Southwest Quarter, a distance of 528.00 feet to the point of beginning.

Said tract contains 586,414 square feet, more or less.

Bearings based on the plat of VETERANS INDUSTRIAL PARK ADDITION.

Exhibit "B"

Improvement District No(s) BN-17-A and
BN-17-B (19th Avenue North and 57th Street North)

Sanitary Sewer, Water Main, Storm Sewer, Site Grading,
Paving, Street Lighting & Incidentals

COVER SHEET
CITY OF FARGO PROJECTS

⑧

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

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

University Drive South Floodwall Repair

Project No. FM-24-A

Call For Bids	<u>January 22</u>	<u>2024</u>
Advertise Dates	<u>January 31, February 7 & 14</u>	<u>2024</u>
Bid Opening Date	<u>February 28</u>	<u>2024</u>
Substantial Completion Date	<u>September 13</u>	<u>2024</u>
Final Completion Date	<u>September 27</u>	<u>2024</u>

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

Project Engineer Roger Kluck

Phone No. (701) 241-1545

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

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



ENGINEER'S REPORT
UNIVERSITY DRIVE SOUTH FLOODWALL REPAIR
PROJECT NO. FM-24-A
SOUTH UNIVERSITY DRIVE JUST NORTH OF 52ND AVE S

Nature & Scope

This project is to stabilize and repair the existing floodwall on University Dr South near 52nd Ave South.

Purpose

The project is required to restore floodwall integrity due to river slope movement. The existing river shoreline has areas of erosion that have caused the existing floodwall to shift from its original placement.

Feasibility

The estimated cost of construction is \$2,689,435.00. The cost breakdown is as follows:

Sales Tax Funds-Flood Control-460		
Construction Cost		\$2,689,435.00
Fees		
Contingency	10%	\$268,943.50
Total Estimated Cost		\$2,958,378.50
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	\$2,958,378.50

Miscellaneous Costs		
Outside Engineering		\$430,039.70
Total Miscellaneous Costs		\$430,039.70
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	\$430,039.70

Project Funding Summary

Sales Tax Funds - Flood Control - 460	100.00%	\$3,388,418.20
Total Estimated Project Cost		\$3,388,418.20

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



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

Thomas Knakmuhs, PE
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

(9)

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

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

Lift Station Rehab/Reconstruction Storm Lift Station #11 & #57

Project No. NR-24-B

Call For Bids	<u>January 22</u>	, <u>2024</u>
Advertise Dates	<u>January 31, February 7 & 14</u>	, <u>2024</u>
Bid Opening Date	<u>February 28</u>	, <u>2024</u>
Substantial Completion Date	<u>July 3</u>	, <u>2025</u>
Final Completion Date	<u>August 1</u>	, <u>2025</u>

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

Project Engineer Roger Kluck

Phone No. (701) 241-1545

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

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



ENGINEER'S REPORT
LIFT STATION REHAB/RECONSTRUCTION STORM LIFT
STATION #11 & #57
PROJECT NO. NR-24-B
TROLLWOOD PARK AND KANDI LN N

Nature & Scope

Replace and combine the existing storm lift stations #11 and #57 with one new storm lift station #11 in Trollwood Park adjacent to Kandi Lane North.

Purpose

This project has been identified as being necessary to allow the proposed 1% annual chance flood level (37-foot river gage height) to pass through Fargo, without any emergency measures, once the Fargo Moorhead Diversion Project (Diversion) is completed.

Feasibility

The estimated cost of construction is \$4,907,709.50. The cost breakdown is as follows:

Base Bid (Combined)		
Construction Cost		\$4,907,709.50
Fees		
Contingency	10%	\$490,770.95
Total Estimated Cost		\$5,398,480.45
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	\$5,398,480.45

Miscellaneous Costs		
Outside Engineering		\$510,700.00
Total Miscellaneous Costs		\$510,700.00
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	\$510,700.00

Project Funding Summary

Sales Tax Funds - Flood Control - 460	100.00%	\$5,909,180.45
Total Estimated Project Cost		\$5,909,180.45



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

Thomas Knakmuhs, PE
City Engineer

(10)

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

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

Crack Seal & Level

Project No. PR-24-C

Call For Bids	<u>January 22</u>	, <u>2024</u>
Advertise Dates	<u>January 31, February 7 & 14</u>	, <u>2024</u>
Bid Opening Date	<u>February 28</u>	, <u>2024</u>
Substantial Completion Date	<u>June 1</u>	, <u>2024</u>
Final Completion Date	<u>July 1</u>	, <u>2024</u>

<u>N/A</u>	PWPEC Report (Part of the 2024 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)
<u>N/A</u>	Supplemental Funding Language Included
Project Engineer	<u>Jason Hoogland</u>
Phone No.	<u>(701) 241-1545</u>

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

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



**ENGINEER'S REPORT
CRACK SEAL & LEVEL
PROJECT NO. PR-24-C
VARIOUS LOCATIONS**

Nature & Scope

This project is for routine joint sealing on various roadways throughout the City.

Purpose

To seal the joints which have opened up in the roadways due to freeze/thaw conditions. This has proven to be a very cost effective process. Sealing the joints at this time, prior to roadway deterioration, helps preserve the ride as well as extend the life of the streets.

Feasibility

The estimated cost of construction is \$100,000.00. The cost breakdown is as follows:


100% City Funds			
Construction Cost			\$100,000.00
Fees			
Admin	4%		\$4,000.00
Contingency	5%		\$5,000.00
Engineering	10%		\$10,000.00
Interest	4%		\$4,000.00
Legal	3%		\$3,000.00
Total Estimated Cost			\$126,000.00
Funding			
Sales Tax Funds - Infrastructure - 420	100.00%		\$126,000.00

Project Funding Summary			
Sales Tax Funds - Infrastructure - 420	100.00%		\$126,000.00
Total Estimated Project Cost			\$126,000.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
City Engineer

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(11)

Project No.: VF-23-B1

Type: Easement

Location: 64th Avenue North

Date of Hearing: 1/16/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/22/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>
	<u>Jim Hausauer</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding an easement between the City and Cass Rural Water Users District (CRWD).

Cass Rural Water Users District are in the process of installing a force main that will provide the soybean crushing plant being constructed in Casselton with effluent water from Fargo's Water Reclamation Plant. A portion of the alignment for this force main is within City property on the northern edge of the Water Reclamation Lagoons adjacent to 64th Avenue North.

City Staff has worked closely with CRWD to find an acceptable alignment of the force main. CRWD has drafted an easement and agreement to support the installation of these force mains on City property.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the easement and agreement with Cass Rural Water Users District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the easement and agreement with Cass Rural Water Users District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: PWPEC
From: Nathan Boerboom, Assistant City Engineer
CC: Jim Hausauer, Water Reclamation Director
Date: January 9, 2024
Re: Cass Rural Water Users Easement
Project #VF-23-B1

Cass Rural Water Users District (CRWD) are in the process of installing a force main that will provide the soybean crushing plant being constructed in Casselton with effluent water from Fargo's Water Reclamation Plant. A portion of the alignment for this force main is within City property on the northern edge of the Water Reclamation Lagoons adjacent to 64th Avenue North. City staff has worked closely with CRWD to find an acceptable alignment of the force main, which can be seen on the attached exhibits.

To support the installation of these force mains on City property, CRWD has drafted the attached easement document and certificate of surveys. This easement document and surveys have gone through reviews by City staff and we are recommending approval.

Recommendation Motion:

Approve the attached easement document with the Cass Rural Water Users District.

PIPELINE EASEMENT

THIS EASEMENT is made this ____ day of _____, 2024, by the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (“Grantor”); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of P.O. Box 98, Kindred, North Dakota 58051-0098 (“Grantee”).

RECITALS

A. Grantee is in the process of developing, constructing, and improving its water supply infrastructure in certain portions of Cass County, North Dakota (the “Project”).

B. Grantor owns certain real property in the vicinity of the Project, an area where Grantee will have to install, construct, operate, and maintain an underground pipeline and associated appurtenances.

C. Grantor has agreed to convey to Grantee a permanent easement, as more specifically described below, for purposes of installing, constructing, operating, and maintaining an underground water supply pipeline and associated appurtenances to accommodate the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement in, on, under, through, over, and across the property described below, subject to the terms and conditions contained in this Easement.

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

AGREEMENT

1. **The Permanent Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, in, on, under, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is the "Permanent Easement Property." The Permanent Easement Property is depicted in the surveys attached as **Exhibit B.**

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, this permanent and perpetual easement in, on, under, through, over, and across the Permanent Easement Property for the following purposes: ingress and egress; laying, constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing an underground water supply pipeline and associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, and any other vegetation from the Permanent Easement Property that interfere with Grantee's pipeline and associated appurtenances; and the right to perform any other work necessary and incident to the construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of Grantee's water pipeline and all associated appurtenances. Grantee will repair or replace any of Grantor's facilities or improvements damaged or removed on or from the Permanent Easement Property as a result of Grantee's construction, installation, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, or removal of Grantee's water pipeline and associated appurtenances.

3. **Easement Rights.** Following initial installation and construction of Grantee's water pipeline and associated appurtenances, Grantee will access the Permanent Easement Property from public right of way; however, if reasonable access is not available from public right of way, Grantor and Grantee will cooperate to ensure reasonable access over other right of way or property owned or controlled by Grantor.

4. **Easement Runs With the Permanent Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the parties' heirs, successors, and assigns.

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

5. **Temporary Construction Easement.** In addition to the permanent easement rights granted to Grantee under this Easement, Grantor also grants and conveys to Grantee a temporary easement, in, on, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit C.**

The property described above is the "Temporary Easement Property." The Temporary Easement Property is depicted in the surveys attached as **Exhibit B.** Grantee and Grantee's officers, employees, agents, representatives, consultants, and contractors, may enter upon the Temporary Easement Property for purposes of the initial installation and construction of Grantee's pipeline and associated appurtenances. Grantee's temporary construction easement rights in the Temporary Easement Property will expire three years from the date of this Easement, or upon final installation of the pipeline and appurtenant facilities, whichever occurs sooner. Grantee will return the Temporary Easement Property to its previous condition upon the expiration of Grantee's temporary easement rights, or upon Grantee's completion of installation, whichever occurs sooner, ordinary wear and tear excepted.

6. **Installation of Locating Conductor.** Grantee agrees and warrants that Grantee will install tracer wire or another conductor, approved by Grantor, adjacent to the Grantee's water pipeline and all associated below-grade appurtenances to allow future locates. The parties' intent is to ensure the installed pipeline and below-grade appurtenances are locatable in a manner that complies with local, state, and federal law, including North Dakota One Call laws. Grantee will be responsible for all costs and expenses regarding the necessary materials and installation of the tracer wire or other approved conductor.

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

8. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

9. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

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

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

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

[Signatures appear on the following pages.]

CITY OF FARGO

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public, Cass County, ND

(SEAL)

**CASS RURAL WATER
USERS DISTRICT**

Jon Zuther, President

ATTEST:

Barry Bowman, Secretary

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

On this ____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary-Treasurer, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

Notary Public, Cass County, ND

(SEAL)

The legal descriptions contained in this document were prepared by:

Casey O. Berg
North Dakota Reg. No. PLS-7191

EXHIBIT A

Legal Description of the Permanent Easement Property

That part of the Northeast Quarter of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 125.00 feet of the North 40.00 feet, excepting the East 115.00 feet of the North 30.00 feet of the Northeast Quarter of said Section 10.

Said easement contains 0.04 acres, more or less.

AND

That part of the Northwest Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

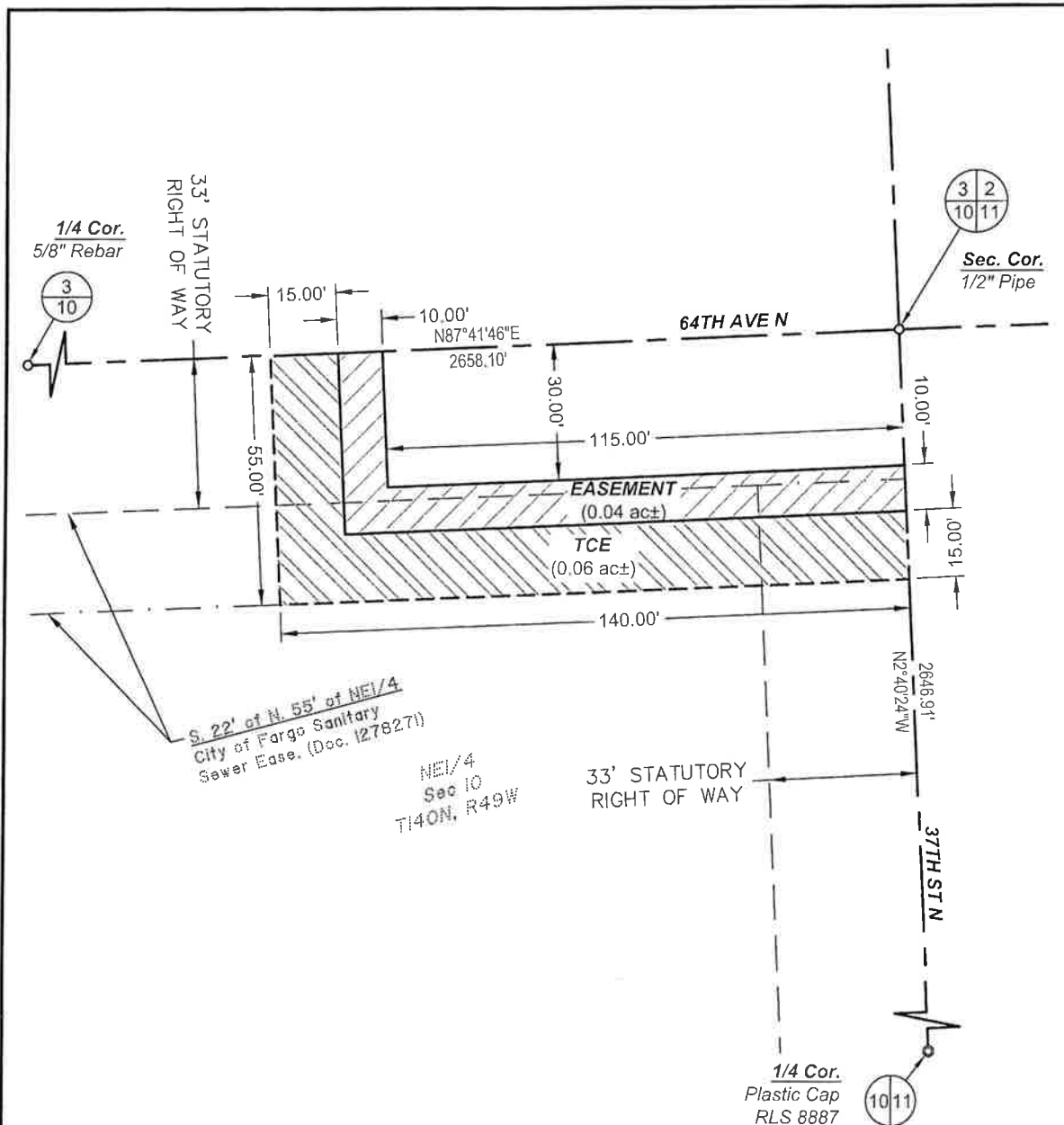
The South 10.00 feet of the North 40.00 feet of the Northwest Quarter of said Section 11.

Said easement contains 0.61 acres, more or less.

EXHIBIT B

Surveys of the Permanent Easement Property and the Temporary Easement Property

(Four pages attached)

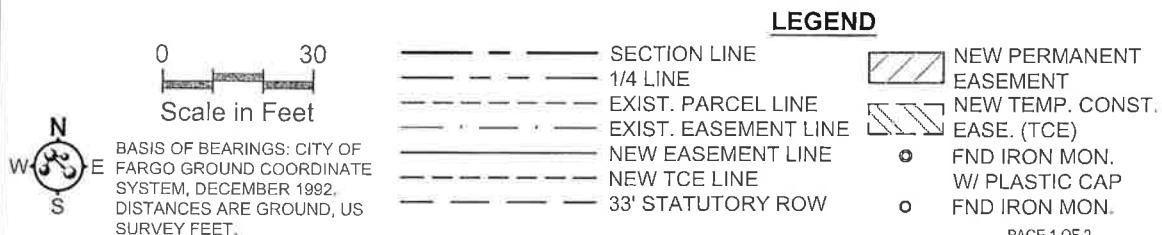



PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 125.00 feet of the North 40.00 feet, excepting the East 115.00 feet of the North 30.00 feet of the Northeast Quarter of said Section 10.

Said easement contains 0.04 acres, more or less.



PROJECT NO: P05024-2022-001		C E R T I F I C A T E O F S U R V E Y		PAGE 1 OF 2
DRAWING TYPE: COS		OWNER:	City of Fargo, North Dakota	SURVEY DATE: 1/18/23
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:			PREPARED BY: COB
	Part of the Northeast Quarter			CHECKED BY: SES
	Section 10, T140N, R49W, Cass County, North Dakota			APPROVED BY: COB
	Advanced Engineering and Environmental Services, LLC www.ae2s.com			

TEMPORARY CONSTRUCTION EASEMENT (TCE) - LEGAL DESCRIPTION

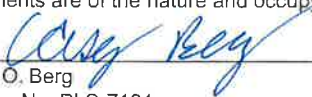
That part of the Northeast Quarter of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 140.00 feet of the North 55.00 feet, excepting the East 125.00 feet of the North 40.00 feet of the Northeast Quarter of said Section 10.


Said tract contains 0.06 acres, more or less.

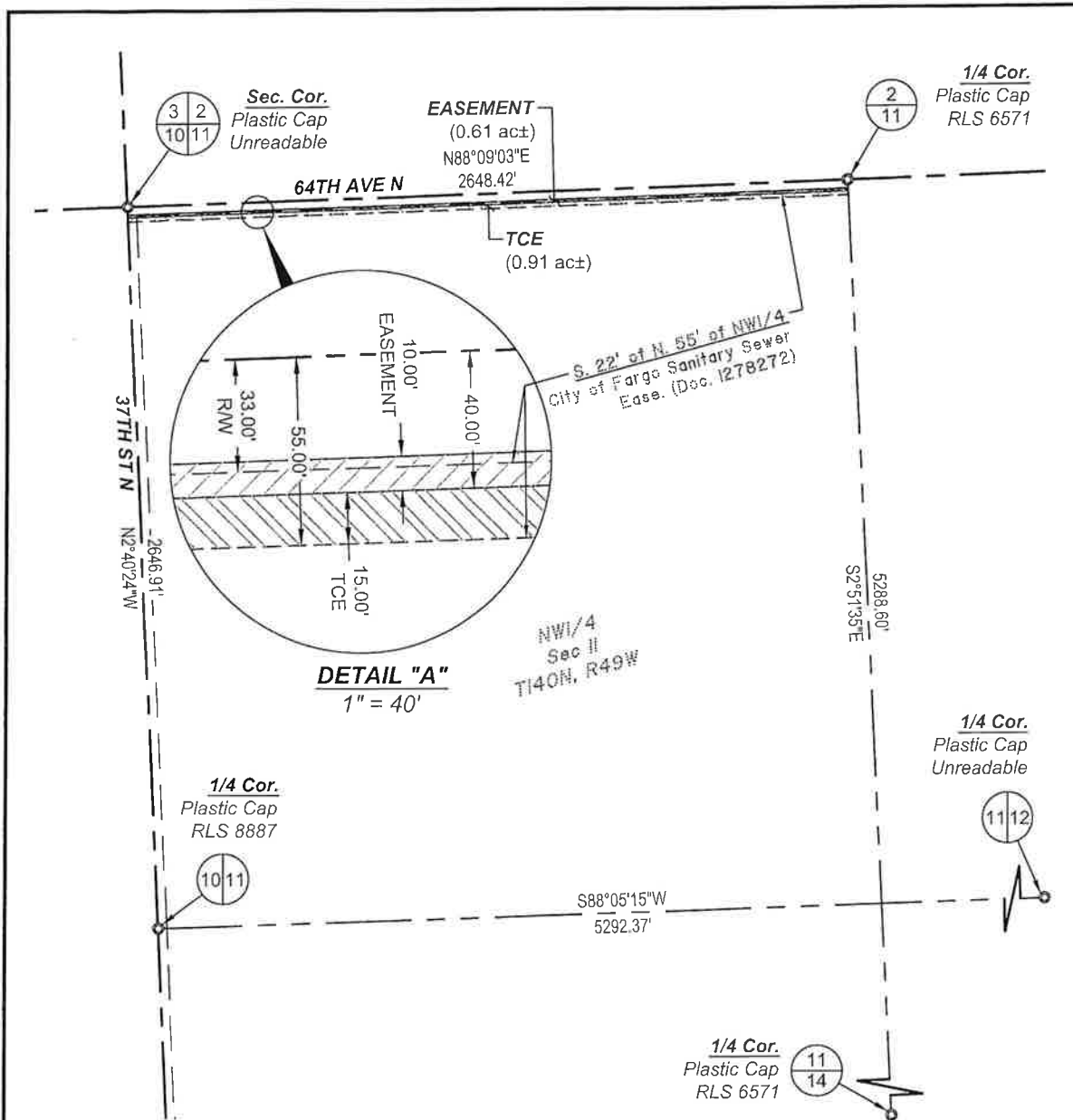
CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.


Casey O. Berg
ND Reg. No. PLS-7191



PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y		PAGE 2 OF 2
DRAWING TYPE: COS	OWNER: City of Fargo, North Dakota	SURVEY DATE: 1/18/23	
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION: Part of the Northeast Quarter Section 10, T140N, R49W, Cass County, North Dakota		PREPARED BY: COB
	Advanced Engineering and Environmental Services, LLC www.ae2s.com		CHECKED BY: SES APPROVED BY: COB

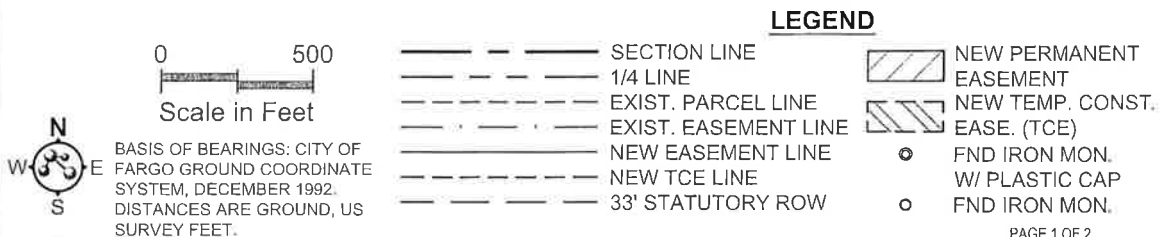


PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The South 10.00 feet of the North 40.00 feet of the Northwest Quarter of said Section 11.

Said easement contains 0.61 acres, more or less.



PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y	PAGE 1 OF 2
DRAWING TYPE: COS	OWNER: City of Fargo, North Dakota	SURVEY DATE: 1/18/23
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:	PREPARED BY: JG
	Part of the Northwest Quarter	CHECKED BY: CB
	Section 11, T140N, R49W, Cass County, North Dakota	APPROVED BY: CB
Advanced Engineering and Environmental Services, LLC www.ae2s.com		

TEMPORARY CONSTRUCTION EASEMENT (TCE) - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The South 15.00 feet of the North 55.00 feet of the Northwest Quarter of said Section 11.

Said easement contains 0.91 acres, more or less.

CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.


Casey Berg
ND Reg. No. 7191



PAGE 2 OF 2


PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	City of Fargo, North Dakota	PREPARED BY: JG
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: CB
	Part of the Northwest Quarter Section 11, T140N, R49W, Cass County, North Dakota		APPROVED BY: CB
Advanced Engineering and Environmental Services, LLC www.ae2s.com			

EXHIBIT C

Legal Description of the Temporary Easement Property

That part of the Northeast Quarter of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 140.00 feet of the North 55.00 feet, excepting the East 125.00 feet of the North 40.00 feet of the Northeast Quarter of said Section 10.

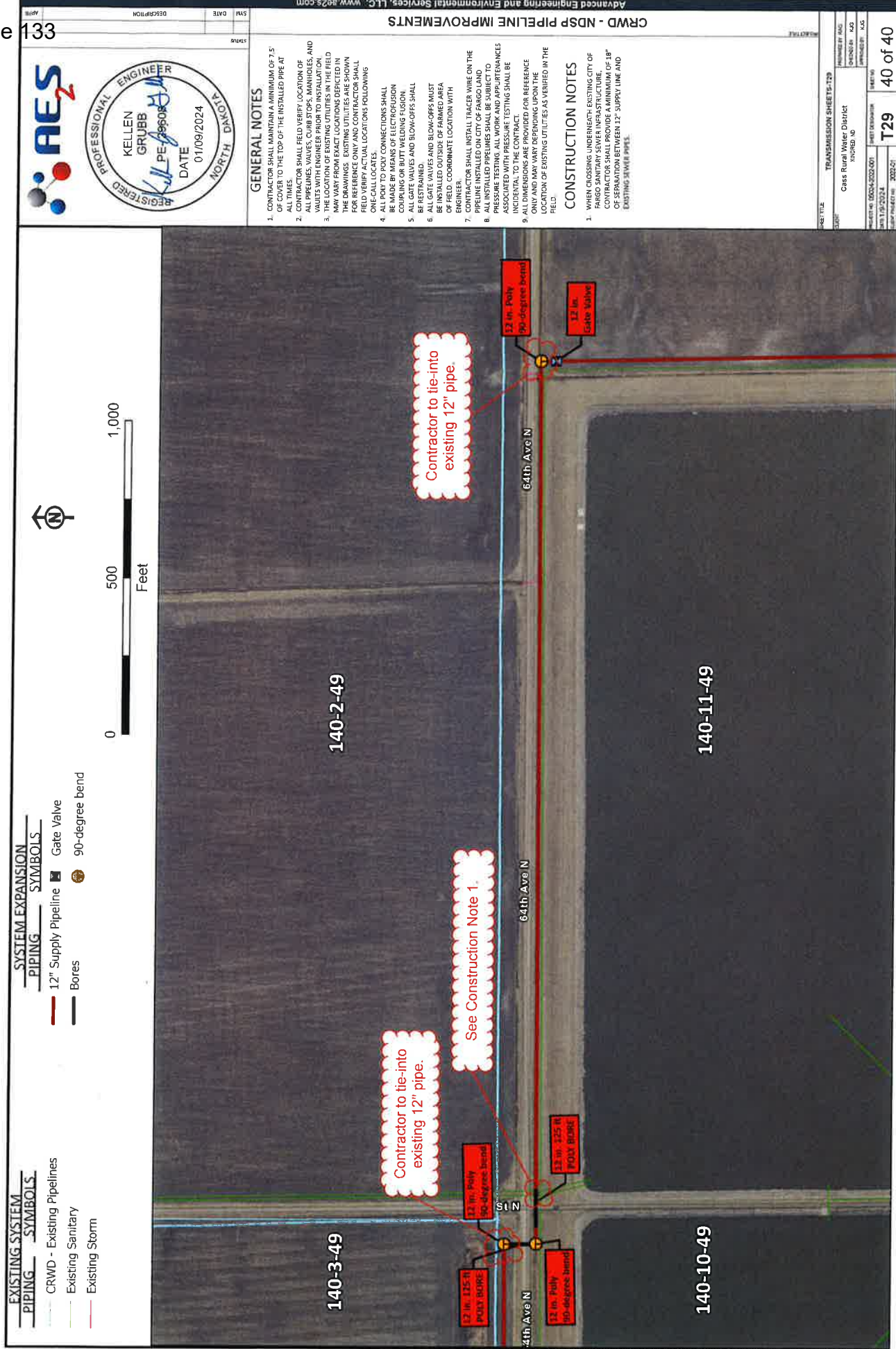
Said tract contains 0.06 acres, more or less.

AND

That part of the Northwest Quarter of Section 11, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The South 15.00 feet of the North 55.00 feet of the Northwest Quarter of said Section 11.

Said easement contains 0.91 acres, more or less.



(13)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-23-E1

Type: Final Balancing Change Order #2

Location: 73rd Ave. S. from 14th St. S. to University Dr.

Date of Hearing: 1/16/2024

RoutingDate

City Commission

1/22/2024

PWPEC File

X

Project File

Tyler Jacobs

The Committee reviewed the accompanying correspondence from Project Manager, Tyler Jacobs, regarding Final Balancing Change Order #2 in the amount of \$17,707.16, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$17,707.16, bringing the total contract amount to \$467,647.22.

On a motion by Steve Dirksen, seconded by Brenda Derrig, the Committee voted to recommend approval of Final Balancing Change Order #2 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Final Balancing Change Order #2 in the amount of \$17,707.16, bringing the total contract amount to \$467,647.22 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

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

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Engineer Tech III
Date: January 11, 2024
Re: Improvement District No. PN-23-E1 – Final Balancing Change Order #2

Background:

Improvement District No. PN-23-E1 is for the new construction of underground utilities, asphalt pavement, streetlights and incidentals on 73rd Avenue South.

The attached Final Balancing Change Order #2 in the amount of \$17,707.16 reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$449,940.06 and this FBCO will bring the project final amount to \$467,647.22 (3.94% Increase). This Improvement District is funded by Sales Tax Fund and Special Assessments.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$17,707.16 to Dirt Dynamics.

TMJKLO
Attachments



CHANGE ORDER REPORT
NEW PAVING CONSTRUCTION
IMPROVEMENT DISTRICT NO. PN-23-E1
73RD AVE S BETWEEN 14TH ST S AND UNIVERSITY DR.

Final Balancing
Change Order

Change Order No 2 Change Order Date 1/11/2024
Contractor Dirt Dynamics

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

EXPLANATION OF CHANGE Change Order # 2

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Frontage Road	4	Site Grading	SY	2855	0	2855	1755	4610	\$2.00	\$3,510.00
	8	Mulching Type 1 Hydro	SY	-59	0	3000	1610	4610	\$0.69	\$1,110.90
	9	Seeding Type B	SY	-59	0	3000	1610	4610	\$1.05	\$1,690.50
Frontage Road Sub Total										\$6,311.40
Paving	10	Remove Tree	EA	4	0	4	2	6	\$500.00	\$1,000.00
	20	F&I Edge Drain 4" Dia PVC	LF	856	0	856	-60	796	\$12.45	-\$747.00
	21	F&I Curb & Gutter Mountable (Type I)	LF	906	0	906	-1	905	\$26.50	-\$26.50
	22	Remove Curb & Gutter	LF	50	0	50	-10	40	\$10.00	-\$100.00
	23	F&I Sidewalk 4" Thick Reinf Conc	SY	382	0	382	6.5	388.5	\$90.00	\$585.00
	24	F&I Sidewalk 6" Thick Reinf Conc	SY	22	0	22	-1.9	20.1	\$108.00	-\$205.20
	25	Remove Sidewalk All Thicknesses All Types	SY	4	0	4	5.25	9.25	\$20.00	\$105.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	27	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	775	0	775	10.45	785.45	\$100.00	\$1,045.00
	31	Mulching Type 1 Hydro	SY	640	0	2250	3059	5309	\$0.69	\$2,110.71
	32	Seeding Type B	SY	640	0	2250	3059	5309	\$1.05	\$3,211.95
								Paving Sub Total		\$6,978.96
Water Main	37	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	22	0	22	3	25	\$137.00	\$411.00
Storm Sewer								Water Main Sub Total		\$411.00
	54	F&I Pipe 15" Dia Reinf Conc	LF	91	0	91	-8	83	\$92.00	-\$736.00
								Storm Sewer Sub Total		-\$736.00
Erosion Control	65	Sediment Control Log 6" to 8" Dia	LF	100	0	100	-18	82	\$3.15	-\$56.70
								Erosion Control Sub Total		-\$56.70
Pavement Marking	68	Obliterate Pavement Markings	SF	125	0	125	10	135	\$21.00	\$210.00
	69	Paint Epoxy Line 8" Wide	LF	200	0	200	218.5	418.5	\$21.00	\$4,588.50
								Pavement Marking Sub Total		\$4,798.50

Summary

Source Of Funding	Special Assessment/Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 2 (\$)	\$17,707.16
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$449,940.06
Total Contract Amount (\$)	\$467,647.22

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


CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
9/30/2023	1/15/2024
Additional Days Substantial Completion	Additional Days Final Completion
0	0
New Substantial Completion Date	New Final Completion Date
9/30/2023	1/15/2024
Interim Completion Dates	

APPROVED

For Contractor

Title


estimator

APPROVED DATE

Department Head

Mayor

Attest



PN-23-E1
Pmt #6
Pmt \$23,382.36
Bal \$0.00
Not Yet Approved

PAY ESTIMATE SHEET
NEW PAVING CONSTRUCTION
IMPROVEMENT DISTRICT NO. PN-23-E1
73RD AVE S BETWEEN 14TH ST S AND UNIVERSITY DR.

Project No. PN-23-E1
Project Name New Paving Construction
Type Paving New
Description 73rd Ave S between 14th St S and University Dr.
Pay Estimate Number 6
From Date 1/4/2024
To Date 1/11/2024

The Honorable Board of City Commissioners
Dear Commissioners,

Be advised that Dirt Dynamics has performed the work to date shown on this statement

1. Contract Work

1. Contract Work									
Contract				Previous		Current		To Date	
Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Frontage Road									
1	Remove Pavement All Thicknesses All Types	SY	255	\$20.00	255	\$5,100.00	0	\$0.00	100%
2	Remove Pipe All Sizes All Types	LF	74	\$12.00	74	\$888.00	0	\$0.00	100%
3	Topsoil - Import	CY	443	\$16.00	443	\$7,088.00	0	\$0.00	100%
4	Site Grading - CO2	SY	4610	\$2.00	4610	\$9,220.00	0	\$0.00	100%
5	Excavation	CY	45	\$20.00	45	\$900.00	0	\$0.00	100%
6	Remove Gravel	SY	2600	\$2.00	2600	\$5,200.00	0	\$0.00	100%
7	Salvage Gravel	SY	130	\$4.00	130	\$520.00	0	\$0.00	100%
8	Mulching Type 1 Hydro - CO2	SY	4610	\$0.69	4610	\$3,180.90	0	\$0.00	100%
9	Seeding Type B - CO2	SY	4610	\$1.05	4610	\$4,840.50	0	\$0.00	100%
Frontage Road Sub Total					\$36,937.40			\$36,937.40	
Paving									

1. Contract Work

	Contract		Previous		Current		To Date	
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
10 Remove Tree - CO2	EA	6	\$500.00	6	\$3,000.00	0	\$0.00	100%
11 Remove Pavement All Thicknesses All Types	SY	418	\$20.00	418	\$8,360.00	0	\$0.00	100%
12 Adjust Manhole	EA	1	\$1,250.00	1	\$1,250.00	0	\$0.00	100%
13 Topsoil - Strip & Spread	CY	1588	\$6.00	1588	\$9,528.00	0	\$0.00	100%
14 Boulevard Grading	SY	1060	\$2.00	1060	\$2,120.00	0	\$0.00	100%
15 Excavation	CY	905	\$16.00	905	\$14,480.00	0	\$0.00	100%
16 Subcut	CY	200	\$4.00	200	\$800.00	0	\$0.00	100%
17 Subgrade Preparation	SY	2220	\$2.00	2220	\$4,440.00	0	\$0.00	100%
18 F&I Woven Geotextile	SY	2220	\$2.40	2220	\$5,328.00	0	\$0.00	100%
19 F&I Class 5 Agg - 8" Thick	SY	2220	\$16.50	2220	\$36,630.00	0	\$0.00	100%
20 F&I Edge Drain 4" Dia PVC - CO2	LF	796	\$12.45	796	\$9,910.20	0	\$0.00	100%
21 F&I Curb & Gutter Mountable (Type I) - CO2	LF	905	\$26.50	905	\$23,982.50	0	\$0.00	100%
22 Remove Curb & Gutter - CO2	LF	40	\$10.00	40	\$400.00	0	\$0.00	100%
23 F&I Sidewalk 4" Thick Reinf Conc - CO2	SY	388.5	\$90.00	388.5	\$34,965.00	0	\$0.00	100%
24 F&I Sidewalk 6" Thick Reinf Conc - CO2	SY	20.1	\$108.00	20.1	\$2,170.80	0	\$0.00	100%
25 Remove Sidewalk All Thicknesses All Types - CO2	SY	9.25	\$20.00	9.25	\$185.00	0	\$0.00	100%
26 F&I Det Wam Panels Cast Iron	SF	40	\$58.00	40	\$2,320.00	0	\$0.00	100%
27 F&I Asphalt Pavement FAA 43 w/ PG58H-34 - CO2	Ton	785.45	\$100.00	785.45	\$78,545.00	0	\$0.00	100%
28 Casting to Grade - Blvd	EA	2	\$600.00	2	\$1,200.00	0	\$0.00	100%
29 Casting to Grade - no Conc	EA	2	\$596.00	2	\$1,192.00	0	\$0.00	100%
30 GV Box to Grade - Blvd	EA	3	\$500.00	3	\$1,500.00	0	\$0.00	100%
31 Mulching Type 1 Hydro - CO2	SY	5309	\$0.69	5309	\$3,663.21	0	\$0.00	100%
32 Seeding Type B - CO2	SY	5309	\$1.05	5309	\$5,574.45	0	\$0.00	100%

1. Contract Work

1. Contract Work									
Contract			Previous		Current		To Date		
Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Paving Sub Total			\$251,544.16		\$0.00		\$251,544.16		
Water Main									
33	F&I Fittings C153 Ductile Iron	LB	136	\$8.41	136	\$1,143.76	0	\$0.00	100%
34	F&I Hydrant	EA	1	\$6,440.00	1	\$6,440.00	0	\$0.00	100%
35	Connect Pipe to Exist Pipe	EA	2	\$2,900.00	2	\$5,800.00	0	\$0.00	100%
36	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	6	\$40.00	6	\$240.00	0	\$0.00	100%
37	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC - CO2	LF	25	\$137.00	25	\$3,425.00	0	\$0.00	100%
38	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	341	\$188.00	341	\$64,108.00	0	\$0.00	100%
39	F&I Gate Valve 4" Dia	EA	1	\$2,100.00	1	\$2,100.00	0	\$0.00	100%
40	F&I Gate Valve 6" Dia	EA	1	\$2,400.00	1	\$2,400.00	0	\$0.00	100%
41	F&I Gate Valve 8" Dia	EA	1	\$3,300.00	1	\$3,300.00	0	\$0.00	100%
Water Main Sub Total			\$88,956.76		\$0.00		\$88,956.76		
Street Lights									
42	F&I Base 6' Deep Reinf Conc	EA	2	\$2,625.00	2	\$5,250.00	0	\$0.00	100%
43	F&I Conductor #6 USE Cu	LF	1176	\$3.15	1176	\$3,704.40	0	\$0.00	100%
44	F&I Innerduct 1.5" Dia	LF	392	\$15.75	392	\$6,174.00	0	\$0.00	100%
45	F&I Luminaire Type A	EA	2	\$550.00	2	\$1,100.00	0	\$0.00	100%
46	F&I Pull Box	EA	1	\$2,310.00	1	\$2,310.00	0	\$0.00	100%
47	F&I Light Standard Type A	EA	2	\$4,880.00	2	\$9,760.00	0	\$0.00	100%
Street Lights Sub Total			\$28,298.40		\$0.00		\$28,298.40		
Storm Sewer									
48	F&I Manhole 4' Dia Reinf Conc	EA	1	\$4,425.00	1	\$4,425.00	0	\$0.00	100%
49	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2	\$4,785.00	2	\$9,570.00	0	\$0.00	100%
50	F&I Inlet - Round (RDI) Reinf Conc	EA	1	\$2,632.00	1	\$2,632.00	0	\$0.00	100%
51	Remove Inlet	EA	1	\$450.00	1	\$450.00	0	\$0.00	100%
52	Connect Pipe to Exist Pipe	EA	1	\$650.00	1	\$650.00	0	\$0.00	100%

1. Contract Work

	Contract		Previous		Current		To Date	
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
53 F&I Pipe 15" Dia	LF	51	\$63.00	51	\$3,213.00	0	\$0.00	51 100%
54 F&I Pipe 15" Dia Reinf Conc - CO2	LF	83	\$92.00	83	\$7,636.00	0	\$0.00	83 100%
55 Remove Pipe All Sizes All Types	LF	8	\$12.00	8	\$96.00	0	\$0.00	8 100%
56 F&I Pipe w/GB 15" Dia Reinf Conc	LF	62	\$99.00	62	\$6,138.00	0	\$0.00	62 100%
57 F&I Flared End Section 15" Dia Reinf Conc	EA	2	\$1,475.00	2	\$2,950.00	0	\$0.00	2 100%
Storm Sewer Sub Total					\$37,760.00		\$0.00	\$37,760.00
Signing								
58 Traffic Control - Type 1	LS	1	\$4,200.00	1	\$4,200.00	0	\$0.00	1 100%
59 Remove Sign Assembly	EA	2	\$30.00	2	\$60.00	0	\$0.00	2 100%
60 F&I Sign Assembly & Anchor	EA	8	\$105.00	8	\$840.00	0	\$0.00	8 100%
61 F&I Diamond Grade Cubed	SF	34.1	\$27.00	34.1	\$920.70	0	\$0.00	34.1 100%
62 F&I High Intensity Prismatic	SF	9	\$26.00	9	\$234.00	0	\$0.00	9 100%
Signing Sub Total					\$6,254.70		\$0.00	\$6,254.70
Erosion Control								
63 Stormwater Management	LS	1	\$2,000.00	1	\$2,000.00	0	\$0.00	1 100%
64 Temp Construction Entrance	EA	1	\$1,550.00	1	\$1,550.00	0	\$0.00	1 100%
65 Sediment Control Log 6" to 8" Dia - CO2	LF	82	\$3.15	82	\$258.30	0	\$0.00	82 100%
66 Inlet Protection - New Inlet	EA	4	\$175.00	4	\$700.00	0	\$0.00	4 100%
67 Inlet Protection - Existing Inlet	EA	2	\$210.00	2	\$420.00	0	\$0.00	2 100%
Erosion Control Sub Total					\$4,928.30		\$0.00	\$4,928.30
Pavement Marking								
68 Obliterate Pavement Markings - CO2	SF	135	\$21.00	135	\$2,835.00	0	\$0.00	135 100%
69 Paint Epoxy Line 8" Wide - CO2	LF	418.5	\$21.00	418.5	\$8,788.50	0	\$0.00	418.5 100%
70 Paint Epoxy Message	SF	32	\$42.00	32	\$1,344.00	0	\$0.00	32 100%
Pavement Marking Sub Total					\$12,967.50		\$0.00	\$12,967.50
A. All Contract Work Container Subtotal					\$467,647.22		\$0.00	\$467,647.22

2. Change Orders

Change Order Item & Quantity Summary										Change Order Item Payment Summary					
Previous Contract Totals			New Contract Totals			Previous			Current			To Date			% Complete
CO# & Category	Line No	Description	Unit	Qty	Price	Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Order #1															
Net Contract Change: \$NaN															
Change Order #1 Subtotals															
\$0.00															
\$0.00															
Change Order #2															
Net Contract Change: \$17,707.16															
Change Order #2 Subtotals															
\$0.00															
\$0.00															
B. All Change Order Work Paid Subtotal															
\$0.00															
\$0.00															
C. All Contract Work Container Subtotal															
\$467,647.22															
\$467,647.22															
D. Total Contract Work Completed To Date															
\$467,647.22															
\$467,647.22															
E. Total Contract Work Completed This Pay Estimate															
\$0.00															
\$0.00															

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract			Previous		Current		To Date		
			Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Complete

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary			
1. Original Contract Amount	Original contract amount		\$449,940.06
2. Net Contract Change by Change Order	Sum of all net change order values		\$17,707.16
3. Current Contract Amount	Sum of original contract amount and all change orders		\$467,647.22
Total Work Completed To Date			
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D		\$467,647.22
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E		\$0.00
Payment Adjustments			
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%		-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6		\$23,382.36
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F		\$0.00
Payment Due Summary			
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)		\$467,647.22
10. Previous Payments	Sum of all previous Payments to Contractor		\$444,264.86
11. Payment Due This Estimate	Line 9 - Line 10		\$23,382.36

14

January 17, 2024

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Temporary Construction Easement
Improvement District #NR-24-A1

Dear Commissioners:

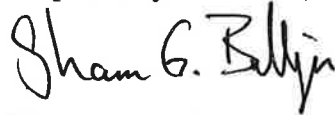
Accompanying for City Commission review and approval is a Memorandum of Understanding, Permanent Easement & Temporary Construction Easement with the **Park District of the City of Fargo** in association with Improvement District #NR-24-A1.

RECOMMENDED MOTION:

Approve Memorandum of Understanding, Permanent Easement & Temporary Construction Easement with the **Park District of the City of Fargo**.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey McNary

**MEMORANDUM OF UNDERSTANDING
REGARDING EASEMENTS AND RESTORATION OF PARKING SURFACE**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 ("Fargo"), and the Park District of the City of Fargo, whose address is 701 Main Avenue, Fargo, North Dakota 58103 (the "Park District").

WHEREAS, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

WHEREAS, Fargo is planning to construct a storm sewer lift station and related appurtenances on the north side of 32nd Avenue South near Lemke Park in 2024; and

WHEREAS, Fargo has a need to obtain a temporary construction easement from the Park District to assemble and store construction materials upon a portion of the parking surface and green space located at Lemke Park; and

WHEREAS, Fargo also intends in the future to construct a cul-de-sac on 32nd Avenue South near Lemke Park; and

WHEREAS, Fargo has a need to obtain from the Park District a permanent street and utility easement for a portion of the future intended cul-de-sac; and

WHEREAS, because the parking surface at Lemke Park is near the end of its useful life, upon completion of construction of the storm sewer lift station Fargo is willing to reconstruct the parking surface.

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

1. Easements. The Park District hereby agrees to grant unto Fargo a temporary construction easement effective until December 1, 2025, or a later date as mutually agreed by the parties, allowing Fargo to assemble and store construction related materials upon a portion of the parking surface located at 1000 32nd Avenue South, which is known as Lemke Park, during construction of the lift station. The temporary easement area is more particularly described in Exhibit A attached hereto. The Park District also hereby agrees that it will grant unto Fargo a street and utility easement allowing construction and installation of the intended cul-de-sac and underground public utilities. The street and utility easement is more particularly described in Exhibit B attached hereto. The parties acknowledge that construction of the cul-de-sac is anticipated for the year 2026.

2. Restoration of Parking Surface. In exchange for the above-described easements, Fargo hereby agrees to replace the parking surface located at 1000 32nd Avenue South at Lemke

Park. Fargo will replace the entire parking surface as soon as reasonably practicable after completion of construction of the storm sewer lift station but agrees to complete the repaving by not later than December 1, 2025. Fargo agrees the parking surface will be replaced with six (6) inches of asphalt with an eight (8) inch base to its existing surface area and to the same dimensions as the parking surface exists as of the date of this MOU.

3. Construction. Fargo shall be solely responsible for the construction of the storm sewer lift station and related appurtenances. Fargo shall also be responsible for the future construction and maintenance of the cul-de-sac and underlying public utilities.

4. Park District General Maintenance. Park District shall remain responsible for all futures repair and maintenance of its parking surface, including snow and debris removal, after Fargo completes replacement of the parking surface as required by this MOU.

5. Release and Waiver. To the extent allowed by law, Fargo shall hold the Park District and its agents, employees, and designees, harmless as a result of any injury or death and property damage or loss arising as a result of Fargo's use of the Park District parking surface for storage of construction materials, the construction and installation of the storm sewer lift station and related appurtenances, and the intended cul-de-sac.

6. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo
ATTN: Finance Director
701 Main Avenue
Fargo, ND 58103

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

7. Time is of the Essence. Time is of the essence of each provision of this MOU and of all the conditions thereof.

8. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties. 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 MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the shared use path construction and operation, maintenance, and flood control system.

9. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

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

11. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.

12. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

13. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

14. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.

15. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.

16. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

Dated this _____ day of _____, 2024

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this 10th day of January, 2024

FARGO PARK DISTRICT

By: 
Dr. Joe Deutsch, President

ATTEST:


Susan Faus, Executive Director

Exhibit A

Temporary Easement

A temporary easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

Commencing at the northwest corner of said Lot 2; thence South 03 degrees 27 minutes 09 seconds East, along the west line of said Lot 2, a distance of 47.76 feet to the point of beginning; thence North 86 degrees 39 minutes 51 seconds East, a distance of 93.38 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 27.98 feet; thence North 86 degrees 32 minutes 13 seconds East, a distance of 47.89 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 155.91 feet; thence South 86 degrees 32 minutes 13 seconds West, a distance of 60.00 feet; thence North 03 degrees 27 minutes 47 seconds West, a distance of 112.64 feet; thence North 48 degrees 27 minutes 09 seconds West, a distance of 41.30 feet; thence South 86 degrees 32 minutes 51 seconds West, a distance of 52.08 feet to the west line of said Lot 2; thence North 03 degrees 27 minutes 09 seconds West, along the west line of said Lot 2, a distance of 42.24 feet to the point of beginning.

Said parcel contains 13,546 square feet, more or less, and is subject to all existing easements of record.

Exhibit B

Permanent Easement

A perpetual easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, Cass County North Dakota described as follows:

Commencing at the northwest corner of said Lot 2, also being the northwest corner of a parcel of land which was granted to the City of Fargo by a Warranty Deed, described in Document No. 720115 which is of record in the office of the Cass County Recorder in said Cass County, and herein referred to as the City of Fargo Parcel; thence South 03 degrees 27 minutes 09 seconds East, along the west line of said Lot 2 and the west line of said City of Fargo Parcel, a distance of 40.00 feet to the southwest corner of said City of Fargo Parcel and the point of beginning; thence North 86 degrees 32 minutes 51 seconds East, along the south line of said City of Fargo Parcel, a distance of 50.00 feet to the southeast corner of said City of Fargo Parcel; thence North 03 degrees 27 minutes 09 seconds West, along the east line of said City of Fargo Parcel, a distance of 40.00 feet to the northeast corner of said City of Fargo Parcel and the north line of said Lot 2; thence North 86 degrees 32 minutes 51 seconds East, along the north line of said Lot 2, a distance of 62.64 feet to the westerly line of a road access easement which was granted to the City of Fargo in Document No. 1080687 and is of record in the office of the Cass County Recorder in said Cass County; thence South 32 degrees 49 minutes 47 seconds East along said westerly line, a distance of 43.30; thence South 86 degrees 32 minutes 51 seconds West, a distance of 40.50 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 10.22 feet; thence South 86 degrees 39 minutes 51 seconds West, a distance of 93.38 feet to the west line of said Lot 2; thence North 03 degrees 27 minutes 09 seconds West, along the west line of said Lot 2, a distance of 7.76 feet to the southwest corner of said City of Fargo Parcel and the point of beginning.

Said perpetual easement contains 3,596 square feet, more or less, and is subject to all existing easements of record.

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A perpetual easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, Cass County North Dakota described as follows:

Commencing at the northwest corner of said Lot 2, also being the northwest corner of a parcel of land which was granted to the City of Fargo by a Warranty Deed, described in Document No. 720115 which is of record in the office of the Cass County Recorder in said Cass County, and herein referred to as the City of Fargo Parcel; thence South 03 degrees 27 minutes 09 seconds East, along the west line of said Lot 2 and the west line of said City of Fargo Parcel, a distance of 40.00 feet to the southwest corner of said City of Fargo Parcel and the point of beginning; thence North 86 degrees 32 minutes 51 seconds East, along the south line of said City of Fargo Parcel, a distance of 50.00 feet to the southeast corner of said City of Fargo Parcel; thence North 03 degrees 27 minutes 09 seconds West, along the east line of said City of Fargo Parcel, a distance of 40.00 feet to the northeast corner of said City of Fargo Parcel and the north line of said Lot 2; thence North 86 degrees 32 minutes 51 seconds East, along the north line of said Lot 2, a distance of 62.64 feet to the westerly line of a road access easement which was granted to the City of Fargo in Document No. 1080687 and is of record in the office of the Cass County

Recorder in said Cass County; thence South 32 degrees 49 minutes 47 seconds East along said westerly line, a distance of 43.30; thence South 86 degrees 32 minutes 51 seconds West, a distance of 40.50 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 10.22 feet; thence South 86 degrees 39 minutes 51 seconds West, a distance of 93.38 feet to the west line of said Lot 2; thence North 03 degrees 27 minutes 09 seconds West, along the west line of said Lot 2, a distance of 7.76 feet to the southwest corner of said City of Fargo Parcel and the point of beginning.

Said perpetual easement contains 3,596 square feet, more or less, and is subject to all existing easements of record.

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

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

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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 10th day of January, 2024.

GRANTOR:

FARGO PARK DISTRICT

Dr. Joe Deutsch
Dr. Joe Deutsch, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 10th day of January, 2024, before me, a notary public in and for said county and state, personally appeared Dr. Joe Deutsch to me known to be the President of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)



Tara L Nielsen
Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Dain K. Erickson (LS-5582)
Professional Land Surveyor
Apex Engineering Group
4733 Amber Valley Pkwy S.
Fargo ND 58104
(701) 373-7980

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

32ND AVE S

SECTION LINE

35.00'

N03°27'09"W 40.00'

N86°32'51"E 50.00'

P.O.C NW COR. Lot 2, BLK. 2 NW COR. W.D. Doc. No. 720115

NORTH LINE LOT 2

10' Utility Easement

CITY OF FARGO PARCEL W.D. NO. 720115

S03°27'09"E 40.00'

P.O.B SW COR. W.D. Doc. No. 720115

N03°27'09"W 7.76'

WEST LINE LOT 2

10' Utility Easement

S86°39'51"W 93.38'

S03°27'47"E 10.22'

S86°32'51"W 40.50'

S32°49'47"E 43.30'

LOT 1

163-17 Road Easement & Right-of-Way (Doc. 1080687)

163-25 Storm Sewer Easement (Doc. 1424337)

163-25 Storm Sewer Easement (Doc. 1424337)



OWNER: FARGO PARK DISTRICT
PROPERTY ADDRESS:
1000 32 AVE S
CASS CO PARCEL
#01-1145-00200-000

LOT 2
BLOCK 2
HARWOOD GROVES
COMMERCIAL PARK

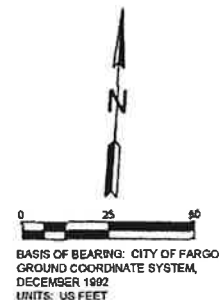
HARWOOD GROVES
COMMERCIAL
PARK 2ND ADD.
LOT 3, BLOCK 2

LEGEND

LEGEND

-  PROPOSED PARCEL 4 - AREA = 3,596 SF
 - - - - - PROPOSED EASEMENT LINE
 — — — — — EXISTING RIGHT OF WAY LINE
 — — — — — EXISTING LOT LINE
 - - - - - EXISTING EASEMENT LINE
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 MONUMENT FOUND

LOT 2
BLOCK 2
HARWOOD GROVES
COMMERCIAL PARK



Apex 
Engineering Group

**PERPETUAL EASEMENT - PARCEL 4
32ND AVE S - LIFT STATION #27
LOT 2, BLOCK 2,
HARWOOD GROVES COMMERCIAL PARK
SECTION 30, T139N, R48W
FARGO, NORTH DAKOTA**

Apex Project #: 22.103.0151
Date: 12/22/2023
Drawn By: Aaron H
Checked By: Dain E
Approved By: Dain E

EASEMENT EXHIBIT "A"

Parcel 4

(Perpetual Easement)

A perpetual easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, Cass County North Dakota described as follows:

Commencing at the northwest corner of said Lot 2, also being the northwest corner of a parcel of land which was granted to the City of Fargo by a Warranty Deed, described in Document No. 720115 which is of record in the office of the Cass County Recorder in said Cass County, and herein referred to as the City of Fargo Parcel; thence South 03 degrees 27 minutes 09 seconds East, along the west line of said Lot 2 and the west line of said City of Fargo Parcel, a distance of 40.00 feet to the southwest corner of said City of Fargo Parcel and the point of beginning; thence North 86 degrees 32 minutes 51 seconds East, along the south line of said City of Fargo Parcel, a distance of 50.00 feet to the southeast corner of said City of Fargo Parcel; thence North 03 degrees 27 minutes 09 seconds West, along the east line of said City of Fargo Parcel, a distance of 40.00 feet to the northeast corner of said City of Fargo Parcel and the north line of said Lot 2; thence North 86 degrees 32 minutes 51 seconds East, along the north line of said Lot 2, a distance of 62.64 feet to the westerly line of a road access easement which was granted to the City of Fargo in Document No. 1080687 and is of record in the office of the Cass County Recorder in said Cass County; thence South 32 degrees 49 minutes 47 seconds East along said westerly line, a distance of 43.30; thence South 86 degrees 32 minutes 51 seconds West, a distance of 40.50 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 10.22 feet; thence South 86 degrees 39 minutes 51 seconds West, a distance of 93.38 feet to the west line of said Lot 2; thence North 03 degrees 27 minutes 09 seconds West, along the west line of said Lot 2, a distance of 7.76 feet to the southwest corner of said City of Fargo Parcel and the point of beginning.

Said perpetual easement contains 3,596 square feet, more or less, and is subject to all existing easements of record.

CERTIFICATION

I, Dain K. Erickson, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Dain K. Erickson
Dain K. Erickson
North Dakota Professional Land Surveyor
License Number LS-5582

Date 12/22/2023



PERPETUAL EASEMENT - PARCEL 4
32ND AVE S - LIFT STATION #27
LOT 2, BLOCK 2,
HARWOOD GROVES COMMERCIAL PARK
SECTION 30, T139N, R48W
FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151
Date: 12/22/2023
Drawn By: Aaron H
Checked By: Dain E
Approved By: Dain E

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement under, over, upon and in the land hereinafter described for the purpose of constructing and installing a storm sewer lift station, together with the customary appurtenances, said tract being described as follows:

A temporary easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

Commencing at the northwest corner of said Lot 2; thence South 03 degrees 27 minutes 09 seconds East, along the west line of said Lot 2, a distance of 47.76 feet to the point of beginning; thence North 86 degrees 39 minutes 51 seconds East, a distance of 93.38 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 27.98 feet; thence North 86 degrees 32 minutes 13 seconds East, a distance of 47.89 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 155.91 feet; thence South 86 degrees 32 minutes 13 seconds West, a distance of 60.00 feet; thence North 03 degrees 27 minutes 47 seconds West, a distance of 112.64 feet; thence North 48 degrees 27 minutes 09 seconds West, a distance of 41.30 feet; thence South 86 degrees 32 minutes 51 seconds West, a distance of 52.08 feet to the west line of said Lot 2; thence North 03 degrees 27 minutes 09 seconds West, along the west line of said Lot 2, a distance of 42.24 feet to the point of beginning.

Said parcel contains 13,546 square feet, more or less, and is subject to all existing easements of record.

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

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for constructing and installing a storm sewer lift station and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as it was prior to the time construction activities began.


This Easement shall terminate on December 1, 2025, or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 10th day of January, 2024.

GRANTOR:

FARGO PARK DISTRICT



Dr. Joe Deutsch, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 10th day of January, 2024, before me, a notary public in and for said county and state, personally appeared Dr. Joe Deutsch to me known to be the President of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)





Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

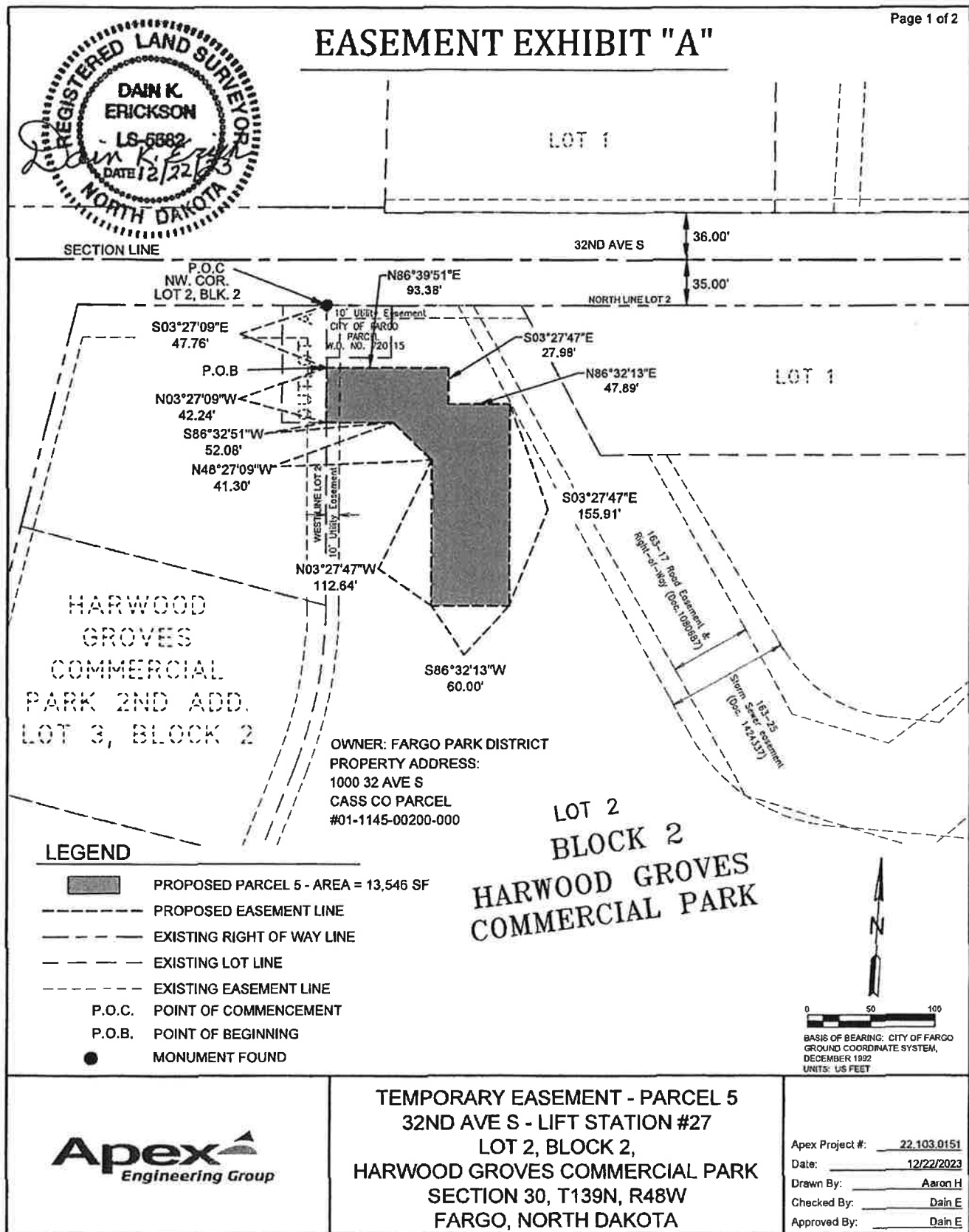
On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Dain K. Erickson (LS-5582)
Professional Land Surveyor
Apex Engineering Group
4733 Amber Valley Pkwy S.
Fargo ND 58104
(701) 373-7980

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



EASEMENT EXHIBIT "A"

Parcel 5

(Temporary Easement)

A temporary easement, over, under and across that part of Lot 2, Block 2, HARWOOD GROVES COMMERCIAL PARK to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

Commencing at the northwest corner of said Lot 2; thence South 03 degrees 27 minutes 09 seconds East, along the west line of said Lot 2, a distance of 47.76 feet to the point of beginning; thence North 86 degrees 39 minutes 51 seconds East, a distance of 93.38 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 27.98 feet; thence North 86 degrees 32 minutes 13 seconds East, a distance of 47.89 feet; thence South 03 degrees 27 minutes 47 seconds East, a distance of 155.91 feet; thence South 86 degrees 32 minutes 13 seconds West, a distance of 60.00 feet; thence North 03 degrees 27 minutes 47 seconds West, a distance of 112.64 feet; thence North 48 degrees 27 minutes 09 seconds West, a distance of 41.30 feet; thence South 86 degrees 32 minutes 51 seconds West, a distance of 52.08 feet to the west line of said Lot 2; thence North 03 degrees 27 minutes 09 seconds West, along the west line of said Lot 2, a distance of 42.24 feet to the point of beginning.

Said parcel contains 13,546 square feet, more or less, and is subject to all existing easements of record.



CERTIFICATION

I, Dain K. Erickson, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Dain K. Erickson
Dain K. Erickson
North Dakota Professional Land Surveyor
License Number LS-5582

Date 12/22/2023



TEMPORARY EASEMENT - PARCEL 5
32ND AVE S - LIFT STATION #27
LOT 2, BLOCK 2,
HARWOOD GROVES COMMERCIAL PARK
SECTION 30, T139N, R48W
FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151
Date: 12/22/2023
Drawn By: Aaron H
Checked By: Dain E
Approved By: Dain E

(15)

Engineering Department225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.govwww.FargoND.gov

January 17, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. TN-23-A2

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, January 17, 2024, for Traffic Signal Improvements, Improvement District No. TN-23-A2, located on 42nd Street South and 47th Avenue South.

The bids were as follows:

Strata Corporation	\$257,758.50
Parsons Electric	\$275,865.00
Fargo Electric Const Inc	\$355,513.00
Engineers Estimate	\$444,046.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Strata Corporation. in the amount of \$257,758.50 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, PE

City Engineer



Engineer's Statement Of Cost
Improvement District # TN-23-A2
Traffic Signal Improvements

42 St S / 47 Ave S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Traffic Signal Improvements Improvement District # TN-23-A2 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
42nd St - Paving					
1	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	29.00	351.00	10,179.00
42nd St - Paving Total					10,179.00
42nd St - Pavement Marking					
2	F&I Grooved Plastic Film 16" Wide	LF	25.00	140.50	3,512.50
42nd St - Pavement Marking Total					3,512.50
42nd St - Traffic Signals					
3	F&I Foundation Type IV/Combo	EA	2.00	4,200.00	8,400.00
4	Remove Foundation Type V	EA	2.00	800.00	1,600.00
5	F&I Head 3 Sect w/12" LED MA Mtd	EA	2.00	4,000.00	8,000.00
6	F&I Head 3 Sect w/12" LED Post Mtd	EA	2.00	4,000.00	8,000.00
7	F&I Signal Cable AWG 14/2	LF	156.00	9.00	1,404.00
8	F&I Signal Cable AWG 14/7	LF	159.00	9.00	1,431.00
9	F&I Signal Cable #6 RHW	LF	654.00	5.50	3,597.00
10	F&I Fiber Optic Cable	LF	1,750.00	5.50	9,625.00
11	F&I Fiber Optic Terminations & Equip	LS	1.00	55,000.00	55,000.00
12	F&I Conduit 2" Dia	LF	1,530.00	22.00	33,660.00
13	F&I Conduit 4" Dia	LF	77.00	65.00	5,005.00
14	F&I Pull Box	EA	3.00	3,800.00	11,400.00
15	F&I Fiber Vault	EA	1.00	11,000.00	11,000.00
16	F&I Traffic Signal Feed Point	EA	1.00	27,750.00	27,750.00
17	Salvage Traffic Signal Equipment	LS	1.00	3,500.00	3,500.00
18	F&I Signal Standard Combo - 27' MA	EA	1.00	24,000.00	24,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Signal Standard Combo - 33' MA	EA	1.00	24,000.00	24,000.00
42nd St - Traffic Signals Total					237,372.00
42nd St - Signing					
20	F&I Sign Assembly & Anchor	EA	2.00	135.00	270.00
21	F&I High Intensity Prismatic	SF	65.00	65.00	4,225.00
42nd St - Signing Total					4,495.00
42nd St - Street Lights					
22	F&I Luminaire Type A	EA	2.00	1,100.00	2,200.00
42nd St - Street Lights Total					2,200.00
Total Construction in \$					257,758.50

Engineering	10.00%	25,775.85
Admin	4.00%	10,310.34
Legal	3.00%	7,732.76
Interest	4.00%	10,310.34
Contingency	5.00%	12,887.93
Total Estimated Costs		324,775.72
Utility Funds - Street Lights - 528		162,387.86
Special Assessments		162,387.86
Unfunded Costs		0.00

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

Date: 01/17/2024



Thomas Knakmuhs

City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

(16)

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

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

Seal Coat

Improvement
District No.

PR-24-E

Call For Bids	<u>January 22</u>	, <u>2024</u>
Advertise Dates	<u>January 31 & February 7</u>	, <u>2024</u>
Bid Opening Date	<u>February 28</u>	, <u>2024</u>
Substantial Completion Date	<u>August 3</u>	, <u>2024</u>
Final Completion Date	<u>September 3</u>	, <u>2024</u>

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

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-24-E
VARIOUS LOCATIONS**

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. Seal coat projects extend the life of asphalt pavement and provide a more traffic and weather resistant surface. It involves spraying an asphalt emulsion on the pavement surface that is immediately followed by a rock chip application that is embedded into the emulsion.

Purpose

Installation of a seal coat will extend the life of these roadways by sealing the asphalt from weather and traffic.

Feasibility

The estimated cost of construction is \$1,603,015.60. The cost breakdown is as follows:

100% City Funds			
Construction Cost			\$1,265,625.80
Fees			
Admin	4%		\$50,625.03
Contingency	5%		\$63,281.29
Engineering	10%		\$126,562.58
Interest	4%		\$50,625.03
Legal	3%		\$37,968.77
Total Estimated Cost			\$1,594,688.50
Funding			
Sales Tax Funds - Infrastructure - 420	100.00%		\$1,594,688.50

100% Special Assessments

Construction Cost		\$337,389.80
Fees		

Admin	4%	\$13,495.59
Contingency	5%	\$16,869.49
Engineering	10%	\$33,738.98
Interest	4%	\$13,495.59
Legal	3%	\$10,121.69

Total Estimated Cost		\$425,111.14
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Funding

Special Assessments	100.00%	\$425,111.14
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Project Funding Summary

Sales Tax Funds - Infrastructure - 420	78.95%	\$1,594,688.50
Special Assessments	21.05%	\$425,111.14

Total Estimated Project Cost		\$2,019,799.64
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, PE
City Engineer



**LOCATION AND COMPRISING
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-24-E
VARIOUS LOCATIONS**

LOCATION:

LOCATION (Section 2.1):

On 26th Avenue South from 55th Street South to Veterans Boulevard.
On 28th Avenue South from 55th Street South to Veterans Boulevard.
On 55th Street South from Amber Valley Parkway South to Seter Parkway South.

LOCATION (Section 2.2):

On 26th Avenue South from 41st Street South to 42nd Street South.
On 41st Street South from 26th Avenue South to 28th Avenue South.

LOCATION (Section 2.3):

On 34th Avenue South from 39th Street South to 42nd Street South.
On 36th Avenue South from 39th Street South to 42nd Street South.
On 39th Street South from 34th Avenue South to 300' south.

LOCATION (Section 2.4):

On 50th Avenue South from 38th Street South to 51st Avenue South.
On 51st Avenue South from 38th Street South to 42nd Street South.

LOCATION (Section 2.5):

On 57th Avenue South from 66th Street South to 67th Street South.
On 58th Avenue South from 66th Street South to 67th Street South.
On 59th Avenue South from Deer Creek Parkway to 67th Street South.
On Smylie Lane South.
On 60th Avenue South from 66th Street South to 68th Street South.
On Deer Creek Parkway from 350' east of 66th Street South to the City Limits.
On 66th Street South from 56th Avenue South to Deer Creek Parkway.
On 67th Street South from 56th Avenue South to Deer Creek Parkway.
On 68th Street South from 60th Avenue South to Deer Creek Parkway.
On Ashwood Loop South.

LOCATION (Section 2.6):

On 31st Street South from 130' south of Prairie Grove Court South to 64th Avenue South.

On Autumn Drive South from Maple Valley Drive South to Maple Valley Drive South.
On 36th Street South from 250' south of 60th Avenue South to 63rd Avenue South.
On 33rd Street South from 63rd Avenue South to 64th Avenue South.
On Maple Valley Drive South from Maple Leaf Loop to 63rd Avenue South.
On 63rd Avenue South from 33rd Street South to 36th Street South.
On Maple Leaf Loop.

LOCATION (Section 2.7):

On 62nd Avenue South from 25th Street South to 27th Street South.
On Samuel Drive South.
On 27th Street South from 62nd Avenue South to 64th Avenue South.

LOCATION (Section 2.8):

On 65th Avenue South from 19th Street South to 25th Street South.
On 67th Avenue South from 490' east of Crofton Lane South to 21st Street South.
On 69th Avenue South from Crofton Lane South to 21st Street South.
On Crofton Lane South from north end of cul-de-sac to 70th Avenue South.
On 19th Street South from 64th Avenue South to 65th Avenue South.
On 21st Street South from 64th Avenue South to 70th Avenue South.

LOCATION (Section 2.9):

On 70th Avenue South from 25th Street South to Golden Valley Parkway South.
On Golden Valley Parkway South from east of 26th Street South to 106' north of Golden Lane South. On Golden Lane South from 26th Street South to Golden Valley Parkway South.
On 26th Street South from Golden Lane South to 160' south of Golden Valley Parkway South.

COMPRISING:

COMPRISING (Section 2.1):

Lots 3 & 4, Block 1, Amber Valley West 1st Addition.

Lots 1 & 2, Block 1, Amber Valley West 2nd Addition.

Lot 1, Block 1, Amber Valley West 3rd Addition.

Lots 1 & 2, Block 1, Amber Valley West 4th Addition.

Lot 1, Block 1, Amber Valley West 5th Addition.

Lots 1 & 2, Block 1, Amber Valley West 6th Addition.

Lot 1, Block 2.

Lots 1 & 2, Block 4.

All in Urban Plains by Brandt 2nd Addition.

Lots 1, 4 & 5, Block 1, Urban Plains by Brandt 3rd Addition.

Lots 1 & 2, Block 1, Urban Plains by Brandt 4th Addition.

Lots 1 through 5, Block 1, Urban Plains by Brandt 5th Addition.

COMPRISING (Section 2.2):

Lots 1 & 2, Block 1, West 29 3rd Addition.

Lot 1, Block 1, West 29 4th Addition.

Lot 1, Block 1, West 29 5th Addition.

Lot 3, Block 1, West 29 7th Addition.

COMPRISING (Section 2.3):

Lot 1, Block 1, West Wind Addition.

Lots 1 & 2, Block 1, West Wind 2nd Addition.

Lots 1 through 4, Block 1, Asleson Farms 1st Addition.

Lots 1 & 2, Block 1, Asleson Farms 3rd Addition.

Lot 1, Block 1, Asleson Farms Fourth Addition.

Lot 1, Block 1, Asleson Industrial Park 3rd Addition.

Lot 1, Block 1, Asleson Industrial Park 4th Addition.

Lot 1, Block 1, Asleson Industrial Park 5th Addition.

Lot 1, Block 1, Asleson Industrial Park 6th Addition.

Lots 6 through 8, Block 1, DK First Addition.

Lots 3 & 5, Block 1, 42nd Street Addition.

Lot 1, Block 1, 42nd Street 2nd Addition.

COMPRISING (Section 2.4):

Lots 1 through 19, Block 1.

Lots 1 through 20, Block 2.

All in Cottagewood Third Addition.

Lots 1 & 3, Block 1, William Thomas Addition.

COMPRISING (Section 2.5):

Lots 1 through 27, Block 1.

Lots 1 through 8, Block 2.

Lot 1, Block 3.

Lots 1 & 2, Block 4.

All in Ashwood 4th Addition.

Lots 1 through 7, Block 1.

Lots 10 through 21, Block 1.

Lots 29 through 38, Block 1.

Lots 1 through 11, Block 2.

Lots 1 through 9, Block 3.

Lots 1 through 31, Block 4.

Lots 1 through 7, Block 5.

Lots 12 through 22, Block 5.

Lots 1 through 13, Block 6.

Lot 1, Block 7.

Lots 7 through 14, Block 7.

Lot 1, Block 10.

Lots 13 through 32, Block 10.

Lots 15 through 33, Block 24.

All in Deer Creek Addition.

Lots 1 & 2, Block 1, Deer Creek 2nd Addition.

COMPRISING (Section 2.6):

Lots 1 through 9, Block 1.

Lots 1 through 6, Block 2.

All in Woodhurst Addition.

Lot 10, Block 4, Prairie Farms Addition.

Lots 1 through 19, Block 4.

Lot 22, Block 6.

Lots 1 & 3, Block 7.

Lots 32 through 47, Block 8.

All in Maple Valley Addition.

Lots 1 through 18, Block 1.

Lots 32 through 41, Block 1.

Lot 28, Block 1.

Lots 1 through 24, Block 2.

All in Maple Valley 2nd Addition.

Lots 1 through 10, Block 1, Maple Valley Third Addition.

Lots 1 through 3, Block 1, Maple Valley Fourth addition.

Lots 1 & 2, Block 1, Maple Valley 5th Addition.

COMPRISING (Section 2.7):

Lots 8 through 13, Januscheitis Subdivision.

Lot 24, Block 2.

Lot 17, Block 3.

Lot 1, Block 5.

All in Silverleaf Addition.

Lots 1 & 2, Block 1.

Lots 4 through 14, Block 1.

All in Silverleaf 2nd Addition.

Lot 1, Block 1, Silverleaf 3rd Addition.

Lot 1, Block 1, Commemorative Addition.

Lots 1 & 2, Block 1, Gardenia Addition.

Unplatted land in SE ¼ SEC 2 TWP 138 RGE 49 W.

COMPRISING (Section 2.8):

Lots 1 & 2, Block 1, Cass Rural Water Addition.

Lots 1 through 3, & 19, Block 1, Davies 2nd Addition.

Lots 1 through 9, Block 2.

Lot 1, Block 3.

Lots 1 through 52, Block 4.

Lot 1, Block 5.

Lots 1 through 12, Block 6.

Lots 1 through 35, Block 7.

Lots 1 through 10, Block 8.

Lots 2 through 10, Block 9.

Lots 3 through 6, Block 10.

All in Crofton Coves 1st Addition.

Lots 1 through 28, Block 1, Crofton Coves 2nd Addition.

Lot 1, Block 1.

Lots 1 & 2, Block 2.

Lots 1 through 6, Block 3.

All in South Ridge 1st Addition.

Lots 11 through 13, Block 1.

Lots 1 & 2, Block 2.

All in Bison Meadows Additon.

Lot 18, Block 1.

Lot 71, Block 2.

All in Bison Meadows 2nd Addition.

COMPRISING (Section 2.9):

Lots 1 through 19, Block 1.

Lots 1 through 17, Block 2.

Lots 22 through 26, Block 2.

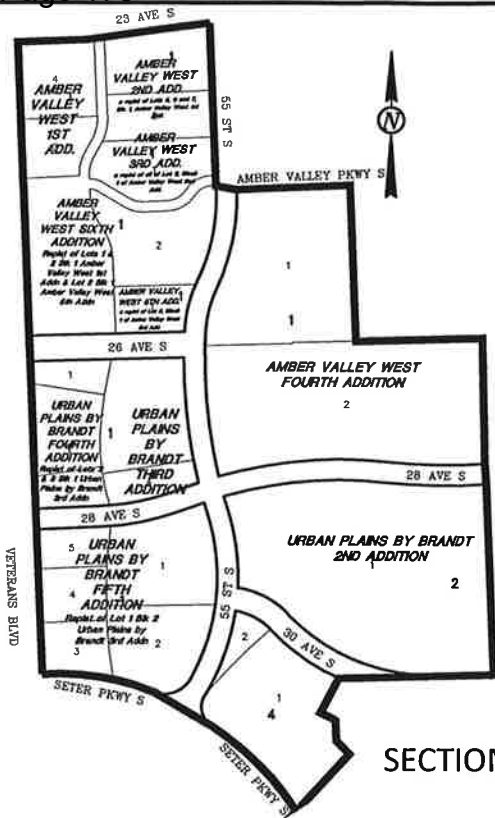
Lots 1 through 17, Block 3.

Lots 1 through 20, Block 4.

Lots 1 through 6, Block 5.

All in Golden Valley Addition.

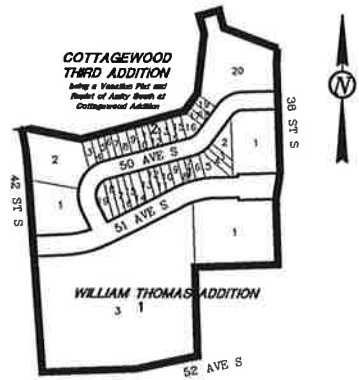
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



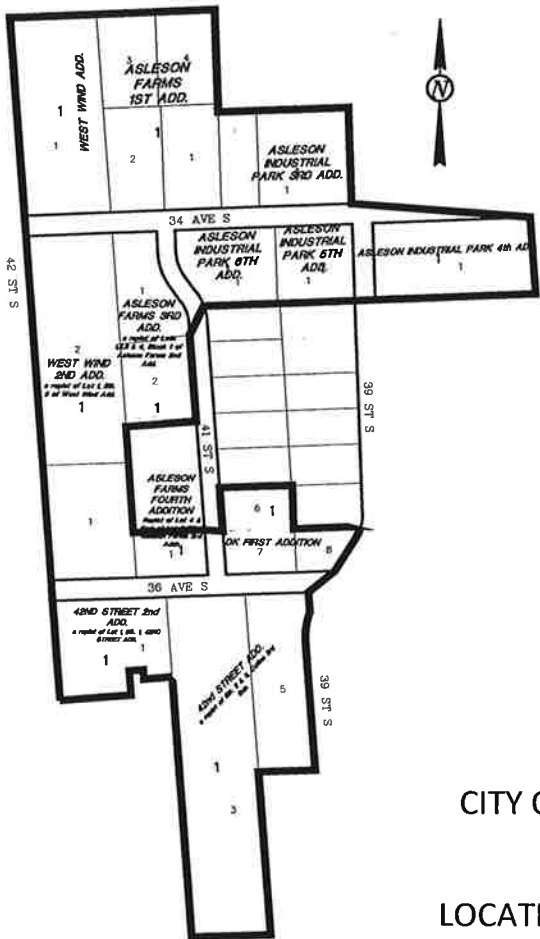
SECTION 2.1



SECTION 2.2



SECTION 2.4



SECTION 2.3



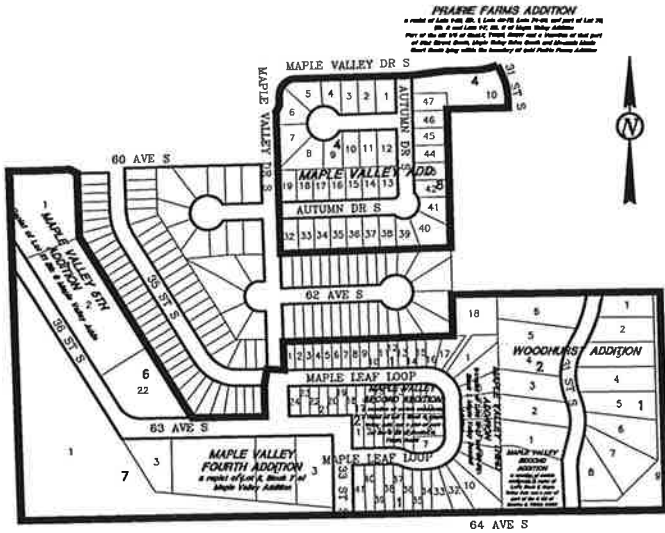
SECTION 2.5

CITY OF FARGO ENGINEERING
DEPARTMENT

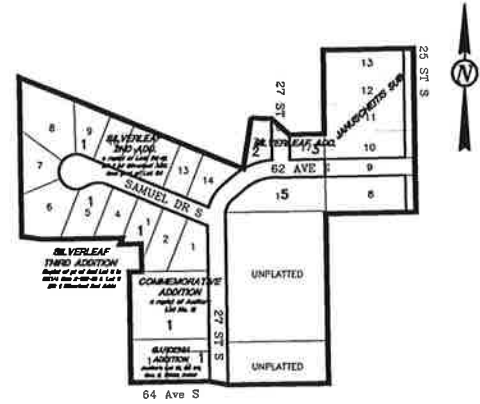
LOCATION & ASSESSMENT AREA

SEAL COAT

IMPROVEMENT DISTRICT NO. PR-24-E



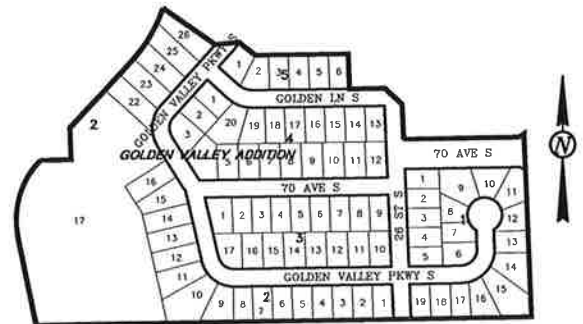
SECTION 2.6



SECTION 2.7



SECTION 2.8



SECTION 2.9

CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

SEAL COAT

IMPROVEMENT DISTRICT NO. PR-24-E



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

18

FARGO CASS PUBLIC HEALTH

ADMINISTRATION

1240 25th Street South


Fargo, ND 58103-2367

Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 12, 2024

RE: PURCHASE OF SERVICE AGREEMENT WITH CASS COUNTY
HUMAN SERVICE ZONE BOARD FOR IN HOME SERVICES
PROVIDED BY FCPH.
FUNDS: \$6.93/HOMEMAKER \$7.70 PERSONAL CARE
PRJ: HE109
EXPIRES: 12/31/2024

The following purchase of service agreement is with Cass County Service Zone Board for Fargo Cass Public Health to provide in home services (\$6.93 a unit for homemaker services and \$7.46 a unit for personal care services) to residents that qualify for the services.

No Budget Adjustment.

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

Suggested Motion:

Move to approve the purchase of service agreement with Cass County Service Zone Board.

DF/lls

Attachment

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass Human Service Zone (CHSZ) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased: and

WHEREAS Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103

(Provider), proposes to provide those services.

NOW, THEREFORE, the CHSZ and Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2024, through December 31, 2024.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CHSZ. The Provider agrees that the specific services to be provided Recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services, the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CHSZ will inform the Provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CHSZ for the specific services to be provided Recipients, the number of units of service to be provided Recipients, and the compensation for Recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 - 1. Travel time will not be billed nor paid.
 - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CHSZ makes no guarantee of the number of hours that will be referred for service.
 - 3. No release time or cancel time will be billed.
 - 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CHSZ within five (5) working days following the close of each service period. Such billing must be submitted with the required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CHSZ determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CHSZ without prior notification to CHSZ of the need and justification for such a billing and authorization by the CHSZ to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CHSZ will make payments within statutory requirements.
- C. The Provider understands and agrees that Recipients will be screened by the Cass Human Service Zone to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.93/unit for homemaker services and \$7.70/unit for personal care for the period of January 1, 2024, through December 31, 2024.
- D. The CHSZ agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the CHSZ. The billing must include the Recipient's name, units of service per Recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The Provider agrees to accept the rate of payment as payment in full and shall not make demands on individual Recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth in Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CHSZ. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and

incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CHSZ may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CHSZ, under any of the following conditions:

- A. If CHSZ funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider (QSP) rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CHSZ by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CHSZ, fails to correct such failures within 10 days or such longer period as the CHSZ may authorize. The rights and remedies of the CHSZ provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CHSZ, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, the Cass County States Attorney's Office and others at its direction, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as reasonably determined by the CHSZ, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the Recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CHSZ's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

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

XIV. CAPTIONS:

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

XV. EXECUTION AND COUNTERPARTS:

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

XVI. AMENDMENTS:

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

XVII. NOTICES:

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

XVIII. SUCCESSORS IN INTEREST:

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

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the CHSZ's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues

against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the CHSZ's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The CHSZ shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$5000,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to Cass County and the CHSZ, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against Cass County and the CHSZ, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if Cass County and the CHSZ refuse to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing Cass County and the CHSZ, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

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

XXI. WAIVER:

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

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The

Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workmen's compensation; except as a self-employed individual. The provider is an independent contractor.

XXIV. INDEMNITY:

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

The Provider shall save and hold harmless Cass County and the CHSZ, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

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

Addendum A**PROVIDER ASSURANCES**

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

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
- A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
 - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
- A. Service of a supervised homemaker-personal care aide;
 - B. Service of professional people responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be an evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Fargo Cass Public Health
Provider

Desi Fleming 01/12/24
By Desi Fleming Date

Director of Public Health
Title

456002069
Provider's Federal ID Number

By Timothy J. Mahoney Date

Mayor, City of Fargo
Title

Cass Human Service Zone

By Date

Cass Human Service Zone Director
Title

Addendum B

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	\$6.93/15 min.	7 units/visit 26 visits/year	\$27.72/hr of direct client time

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	\$7.70/15 min.	\$30,000/year	\$30.80/hr of direct client time



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




FARGO CASS PUBLIC HEALTH

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 12, 2024

**RE: NOTICE OF GRANT AWARD WITH THE ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR INCREASING THE
NUMBER OF FARM TO SCHOOL AND/OR FARM TO TABLE
PROGRAMS.**
NO: G23.640 CFDA: PASS-THRU 93.110 PRJ: HE158
FUNDS: \$3,250
EXPIRES: 08/31/2024

The attached notice of grant award is for the ND Department of Health and Human Services for increasing Farm to School/Table Programs.

Budget Adjustment

2024 Revenue

Farm to Early Child Education	101-0000-331-12-72	\$3250
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2024 Expense

General Supplies	101-6035-451-61-40	\$3250
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If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the notice of grant award from ND Department of Health and Human Services.

DF/ls

Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (04-2023)

Grant Number G23.640	CFDA Name Pass-thru	CFDA Number Pass Thru: 93.110	
FAIN Number Pass-thru	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 2/1/2024	Grant End Date 8/31/2024
Federal Award Date Pass-thru	Federal Awarding Agency Pass-thru		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Increase the number of Farm to School and/or Farm to Table programs		North Dakota Department of Health and Human Services (NDDHHS) Project Code 4551 HLH 6263 01	
Grantee Name Fargo Cass Public Health		Project Director Mikaela Schlosser	
Address 1240 25 th Street South		Address 600 E Boulevard Ave., Dept 325	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Larry Anenson		Contact Name Mikaela Schlosser	
Telephone Number 701-241-8575		Telephone Number 701-328-4529	
Email Address LAnenson@FargoND.gov		Email Address mlschlosser@nd.gov	
Amount Awarded	NDDHHS Cost Share \$3,250	Grantee Cost Share \$0	Total Costs \$3,250
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$3,250	\$0	\$3,250
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee agrees to carry out the project/program in accordance with the activities stated in the Grantee's action plan.			
Reporting Requirements Grantee will submit expenditure and progress reports via the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2024 must be received by July 15, 2024. Expenditure report for the period ending August 31, 2024 must be received by September 30, 2024. Reimbursement will be processed upon Department approval of expenditures and progress reports.			
Special Conditions Special Conditions are defined in Attachment A.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 01/12/2024	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

G23.640
Fargo Cass Public Health
Attachment A

Special Conditions

- This funding cannot cover Fiscal and Administrative/indirect/overhead costs.
- Funds must be used in accordance with the approved budget.
- Grantee is required to use the following language (italicized below) when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

This Children's Healthy Weight State Capacity Building Program is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$300,000 with 100 percentage funded by HRSA/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA/HHS, or the U.S. Government.




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

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

(20)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 4, 2024

**RE: LETTER OF AGREEMENT BETWEEN THE ND DEPARTMENT
OF HEALTH AND HUMAN SERVICES, FAMILY HEALTH AND
WELLNESS UNIT AND FARGO CASS PUBLIC HEALTH
PROVIDING TRAVEL ASSISTANCE SUPPORT FOR FCPH
STAFF MEMBER.
FUNDS: \$1,200**

The attached letter of agreement is between FCPH and ND Department of Health & Human Services, Family Health, and Wellness Unit. They will provide up to \$1,200 in funds to support sending a staff member to the 2024 National Family Planning Reproductive Health Association Winter Seasonal Meeting.

No Budget Adjustment.

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

Suggested Motion:

Move to approve the letter of agreement.

DF/lls
Attachment

LETTER OF AGREEMENT

January 4, 2024

Desi Fleming
Fargo Cass Public Health
1240 25th Street S
Fargo, ND 58103

Dear Desi,

This Letter of Agreement (Agreement) is made between the North Dakota Department of Health & Human Services, Family Health and Wellness Unit (Department) and Fargo Cass Public Health (Contractor).

The North Dakota Family Planning Program is pleased to provide you travel assistance support for a staff member to attend the 2024 National Family Planning Reproductive Health Association (NFPRA) Winter Seasonal Meeting in Newport Beach, CA, on February 12 – 14, 2024. We will provide support up to \$1,200, based on the following details. We look forward to your attendance at this meeting and are very happy to provide support for your travel costs.

REIMBURSEMENT

Department agrees to pay Contractor for the following expenses:

- Ground transportation to/from airport in Santa Ana, CA. Receipt(s) required if over \$10. Tip is limited to 18%. Receipt must indicate the amount of the tip and the amount of the fare paid.
- Airport parking fee. Receipt required.
- U.S. General Services Administration per diem rate of \$74 per day for meals (less meals provided at the meeting). Receipts not required.
- Salary and fringe benefits of staff person traveling to meeting.

CONDITIONAL OBLIGATION

Should the meeting be cancelled for good cause shown, including, but not limited to, insufficient enrollment, acts of God, or other circumstances over which Department has no control. In the event of cancellation, Contractor will be released from all obligations and responsibilities and Department will be released from all obligations to compensate Contractor, except as otherwise mutually agreed to in writing.

REPRESENTATIONS

Department specifically disclaims any responsibility and liability for any representations made by Contractor, or its agents, in this regard, except where such representations are made with the prior written consent and approval of Department.

PUBLIC HEALTH

600 East Boulevard Ave. Dept. 325 | Bismarck, ND 58505-0250 | hhs.nd.gov
701.328.2372 | Fax 701.328.4727 | 800.472.2622 | 711 (TTY)

THIRD PARTIES

Nothing in this Agreement shall be construed to confer upon any person, firm, or corporation any remedy or claim as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

NON-ASSIGNMENT

No party to this Agreement may assign any rights or obligations contained in this Agreement, whether by operation of law or any other manner, without the other party's prior written consent.

ADDITIONAL TERMS AND CONDITIONS

Nothing in this Agreement shall be construed to constitute a partnership or joint venture between the parties, or that Contractor shall be liable for any obligation(s) that may be incurred by Department other than those noted in this Agreement.

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior Agreements and understandings, oral and written, between the parties.

EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Further, the parties agree that when this Agreement is executed, a scanned copy of the signatures shall be deemed to be original signatures.

After your travel is completed, please provide a detailed invoice along with any required receipts noted above by March 31, 2024. Please remember original receipts are needed for certain costs to be reimbursed.

Contact Cora Rabenberg at 701.328.4535 or crabenberg@nd.gov if you have any questions regarding reimbursement.

Please email all documents for reimbursement to Cora at crabenberg@nd.gov. It may take up to four weeks to receive your reimbursement. If you do not receive payment within four weeks, please contact Cora at 701.328.4535 or crabenberg@nd.gov.

If, for any reason, you decide not to pursue this meeting, please contact our office as soon as possible. If the above arrangements are acceptable, please sign and date this letter and email to crabenberg@nd.gov.

By the signature below, I hereby acknowledge that I have read the entire Agreement, understand it, and agree to be bound by its terms and conditions. The Agreement is not valid until Department has received a fully signed copy.

Agreed to by:

	01/04/2023
Desi Fleming	
Director of Public Health, Fargo Cass Public Health	Date

_____ Timothy J. Mahoney Mayor, City of Fargo	Date
---	------

_____ Cora Rabenberg Assistant Unit Director, Family Health and Wellness Unit	Date
---	------

Charge to 4551 HLH 5114 01



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


FARGO CASS PUBLIC HEALTH

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

(21)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 4, 2024

**RE: PURCHASE OF SERVICE AGREEMENT WITH THE MILTON
EARL (METRO PLAINS MANAGED ENTITY) FOR BLOOD
PRESSURE SCREENINGS AND HEALTH EDUCATION.
FUNDS: \$528.00
EXPIRES: 12/31/2024**

The attached purchase of service agreement is with the Milton Earl facility that is managed by Metro Plains for Fargo Cass Public Health to provide 12 hours a year of blood pressure screenings/health education for residents.

No Budget Adjustment.

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

Suggested Motion:

Move to approve the purchase of service agreement.

DF/lls

Attachment



**Fargo Cass
Public Health**
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**PURCHASE OF SERVICE AGREEMENT WITH
THE MILTON EARL**

NURSING

TERM: 01/08/2024 TO 12/31/2024 Page 1 of 1

THIS AGREEMENT, effective the 8th day of January; by and between Fargo Cass Public Health ("FCPH"); and The Milton Earl, 708 4th Ave N, Fargo ND 58102, which is a Metro Plains (Independent Contracting Consultant) managed entity.

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

- A. Term of Agreement:** The parties entered into a written agreement beginning January 8, 2024, through December 31, 2024.
- B. Services to be provided by independent contractor:** FCPH to provide one hour of nursing time per month for the building of The Milton Earl under the management of Metro Plains. Services will be in the form of blood pressure screening clinics or health education. Any change to service provision must be agreed upon by both participating agencies.
- C. Reimbursement:** The contracting agency shall be reimbursed at a rate of \$44.00 per hour for a total of 12 hours per year. FCPH will bill quarterly for the above services.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly, or indirectly, disclose, make known, divulge, publish, or communicate any individually identifiable health information or other confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date executed below.

FARGO CASS PUBLIC HEALTH

METRO PLAINS MANAGEMENT

By Desi Fleming
Desi Fleming, Director of Public Health

By Reed Sabbe
Reed Sabbe, Regional Manager

Date 01/08/2024

Date 01-08-2024

By _____
Timothy, J. Mahoney, Mayor, City of Fargo

Date _____

The Milton Earl

Final Audit Report

2024-01-08

Created:	2024-01-08
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsE92dG5bgRo0RtvyLNvkEj5wLF2fHRFv

"The Milton Earl" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2024-01-08 - 9:52:27 PM GMT
-  Document emailed to Reed Sabbe (rsabbe@metroplains.com) for signature
2024-01-08 - 9:52:50 PM GMT
-  Email viewed by Reed Sabbe (rsabbe@metroplains.com)
2024-01-08 - 10:10:25 PM GMT
-  Document e-signed by Reed Sabbe (rsabbe@metroplains.com)
Signature Date: 2024-01-08 - 10:15:38 PM GMT - Time Source: server
-  Agreement completed.
2024-01-08 - 10:15:38 PM GMT

22

Memorandum

DATE: January 22, 2024
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Amendment to the International Property Maintenance Code

Background:

The Inspections Department has had difficulty enforcing section 303 of the International Property Maintenance Code, relating to fencing requirements for swimming pools, spas, and hot tubs. The proposed amendments would clarify what enclosures are acceptable, where to place them, and how to ensure proper stabilization of the enclosure. These amendments are taken directly from certain sections of the 2021 International Swimming Pool and Spa Code, which have not been previously adopted by the city. At its January 4, 2024 meeting, the Board of Appeals reviewed and approved the amendments.

The recommendation is to **direct the city attorney to amend Section 31-0102 of the Fargo Municipal Code relating to the International Property Maintenance Code to adopt and clarify certain standards for pool enclosures.**

303.3 Enclosure Requirements

303.2.1 Fence or Barrier height and clearances. Barrier heights and clearances shall be in accordance with all the following:

1. The top of the barrier shall be not less than 48 inches above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 4 feet measured horizontally from the outside of the pool or spa to the inside of the required barrier.
2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.
3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.
4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

303.2.2 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

303.2.3 Solid barrier surfaces. Solid barriers that do not have openings shall not contain indentations or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

303.2.4 Mesh fence as a barrier. Mesh fences, other than chain link fences in accordance with Section 303.2.7, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:

1. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.
2. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.
3. The fence shall be designed and constructed so that it does not allow passage of a 4-inch (102mm) sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not be more than 4 inches (102 mm) from grade or decking.

4. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. Common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.
5. Where a hinged gate is used with a mesh fence, the gate shall comply with Section 303.3.
6. Patio deck sleeves such as vertical post receptacles that are placed inside the patio surface shall be of a nonconductive material.
7. Mesh fences shall not be installed on top of on-ground *residential* pools.

303.2.4.1 Setback for mesh fences. The inside of a mesh fence shall be not closer than 48 inches (1219 mm) to the nearest edge of the water of a pool or spa.

303.2.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed $1\frac{3}{4}$ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed $1\frac{3}{4}$ inches (44 mm) in width.

303.2.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed $1\frac{3}{4}$ inches (44 mm).

303.2.7 Chain link dimensions. The maximum opening formed by a chain link fence shall be not more than 2 inches (50.8 mm). Where the fence is provided with slats fastened at the top and bottom which reduce the openings, such openings shall be not more than 2 inches (50.8 mm).

303.2.8 Diagonal members. Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be not more than $1\frac{3}{4}$ inches (44 mm). The angle of diagonal members shall be not greater than 45 degrees (0.79 rad) from vertical.

303.2.9 Clear zone. Where equipment, including pool equipment such as pumps, filters and heaters, is on the same lot as a pool or spa and such equipment is located outside of the barrier protecting the pool or spa, such equipment shall be located not less than 36 inches (914mm) from the outside of the barrier.

303.3 Doors and gates. Doors and gates in barriers shall comply with the requirements of Sections 303.3.1 through 303.3.2 and shall be equipped to accommodate a locking device. Pedestrian access doors and gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device from a distance of 6 inches.

303.3.1 Double or multiple doors and gates. Double doors and gates or multiple doors and gates shall have not fewer than one leaf secured in place and the adjacent leaf shall be secured with a self-latching device.

303.3.2 Latch release. For doors and gates in barriers, the door and gate latch release mechanisms shall be in accordance with the following:

1. Where door and gate latch release mechanisms are accessed from the outside of the barrier and are not of the self-locking type, such mechanism shall be located above the finished floor or ground surface at residential pools and spas, not less 54 inches (1372 mm).
2. Where door and gate latch release mechanisms are of the self-locking type such as where the lock is operated by means of a key, an electronic opener or the entry of a combination into an integral combination lock, the lock operation control and the latch release mechanism shall be located above the finished floor or ground surface at residential pools and spas, at not greater than 54 inches (1372 mm).
3. Where the only latch release mechanism of a self-latching device for a gate is located on the pool and spa side of the barrier, the release mechanism shall be located at a point that is at least 3 inches (76 mm) below the top of the gate.

303.3.3 Barriers adjacent to latch release mechanisms. Where a latch release mechanism is located on the inside of a barrier, openings in the door, gate and barrier within 18 inches (457 mm) of the latch shall not be greater than 1/2 inch (12.7 mm) in any dimension.

303.4 Structure wall as a barrier. Where a wall of a dwelling or structure serves as part of the barrier and where windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor, doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be *listed* and *labeled* as a water hazard entrance alarm in accordance with UL 2017.

Exception: An *approved* means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by an alarm that produces an audible warning when the window, door or their screens are opened.

303.5 On-ground residential pool structure as a barrier. An on-ground *residential* pool wall structure or a barrier mounted on top of an on-ground *residential* pool wall structure shall serve as a barrier where all the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 303.2 and the pool manufacturer allows the wall to serve as a barrier.
2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirements of Section 303.2.
3. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 303.
4. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
5. Barriers that are mounted on top of on-ground *residential* pool walls are installed in accordance with the pool manufacturer's instructions.

303.6 Natural barriers. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge not less than 18 inches (457 mm), a barrier is not required between the natural body of water shoreline and the pool or spa.

303.7 Natural topography. Natural topography that prevents direct access to the pool or spa area shall include but not be limited to mountains and natural rock formations. A natural barrier *approved* by the governing body shall be acceptable provided that the degree of protection is not less than the protection afforded by the requirements of Sections 303.2 through 303.5.

(23)

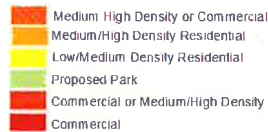
City of Fargo Staff Report			
Title:	The Pines at the District Fifth Addition	Date:	11/29/2023 01/18/2024
Location:	4265 53 rd Avenue South	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lot 1, Block 2, The Pines at the District Addition		
Owner(s)/Applicant:	Landco Fargo LTD / Goldmark Commercial	Engineer:	Bolton & Menk
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 2, The Pines at The District Addition to the city of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: January 22, 2024		

Existing	Proposed
Land Use: Undeveloped	Land Use: Retail Sales and Service
Zoning: Limited Commercial	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs , commercial parking, retail sales and service, self service storage, vehicle repair , limited vehicle service, and certain telecommunications facilities. Conditional Overlay No. 4688 prohibits certain uses.	Uses Allowed: No change <i>NOTE: The existing C-O (Ordinance No. 4688) shall carry through with this proposed minor subdivision and will not change</i>
Maximum Lot Coverage Allowed: 55%	Maximum Lot Coverage Allowed: No change

Proposal:
<p>The applicant is seeking approval of a minor subdivision located at 4265 53rd Avenue South. The request is to split an existing lot into a two lot minor subdivision entitled The Pines at the District Fifth Addition. A negative access easement runs across the entire north property line along 52nd Avenue South, which will prohibit direct access from 52nd Avenue South. A 30 foot wide private cross access easement allows Lot 2, Block 1 to get access off of 43rd Street South and both lots may take access from 53rd Avenue South.</p> <p>The plat and amenity plan was presented to the Public Works Project Evaluation Committee (PWPEC) on January 16, 2024. The amenity plan defines the storm water, flood protection and responsibilities for The Pines at the District Fifth Addition.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: Across 52nd Ave S, SR-2 Single-Dwelling Residential; household living. • East: LC, Limited Commercial; retail sales and service and medical office. • South: MR-3, Multi-Dwelling Residential; household living and P/I, Public and Institutional; park. • West: GC, General Commercial; undeveloped. <p style="text-align: right;"><i>(Continued on next page.)</i></p>

Area Plans:

According to the 2007 Tier 1 Southwest Land Use Plan, the subject property is designated as "Commercial". The current LC, Limited Commercial zoning is consistent with this land use designation. No zone change is proposed.

**Schools and Parks:**

Neighborhood: The subject property is included in The District Neighborhood.

Schools: The subject property is located within the Fargo School District and is served by Kennedy Elementary, Carl Ben Eielson Middle, and Fargo South High schools.

Parks: The Pines Park is directly south of the subject property. This park provides a basketball court, grills, picnic tables, playgrounds for ages 2-5 and 5-12, recreational trails, and a shelter. The Woodhaven South Park and Fishing Pond is within a quarter mile to the north of the subject property. This park provides playgrounds for ages 5-12 and fishing.

Pedestrian / Bicycle: The subject property has shared use paths that run along the north, south, east and west property boundaries.

Bus Route: The subject property is located along Route 18. Route 18 runs along 42nd Street South with stops running both north and south bound.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Minor Subdivision

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

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

This subdivision is intended to replat the existing lot into 2 new lots. The current zoning is LC, Limited Commercial. No zone change is proposed. The subject property is located within the 2007 Tier 1 Southwest Land Use Plan which designates the land use as "Commercial". In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received two inquiries about the application inquiring about the proposed uses for the lots. 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)

(Continued on next page.)

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

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

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **The Pines at the District Fifth Addition** as outlined within the staff report, as the proposal complies with the adopted 2007 Tier 1 Southwest Land Use Plan, the standards of Article 20-06, Section 20-0907.B. and C and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: December 5th, 2023

At the December 5th 2023 Planning Commission hearing, by a vote of 8-0 with one Commissioner absent and two Commission seats vacant, the Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission the proposed subdivision plat, **The Pines at the District Fifth Addition** as outlined within the staff report, as the proposal complies with the 2007 Tier 1 Southwest Land Use Plan, standards of Article 20-06, standards of Section 20-0907.B & C, and all other applicable requirements of the Land Development Code.

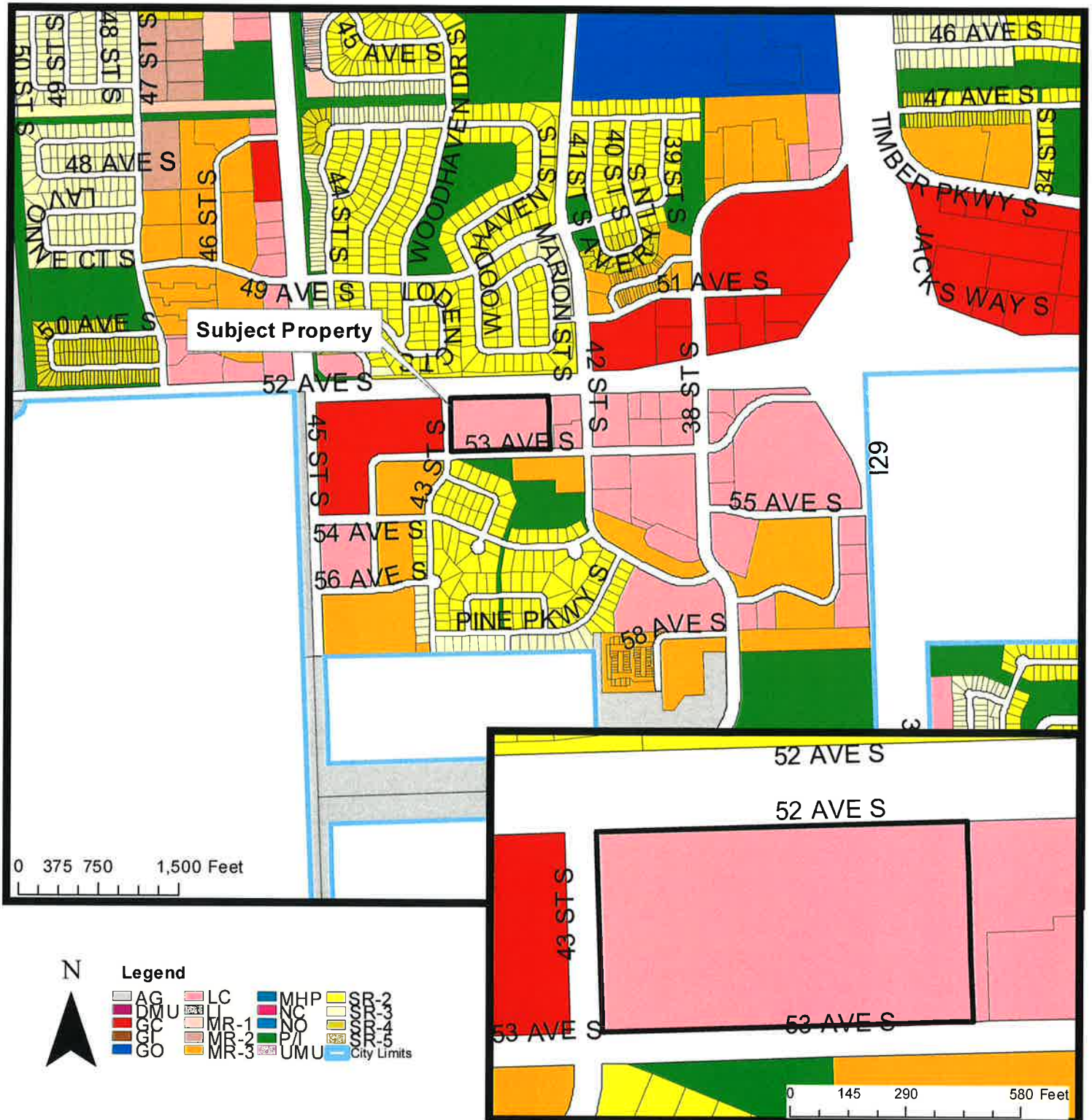
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

The Pines at the District Fifth Addition

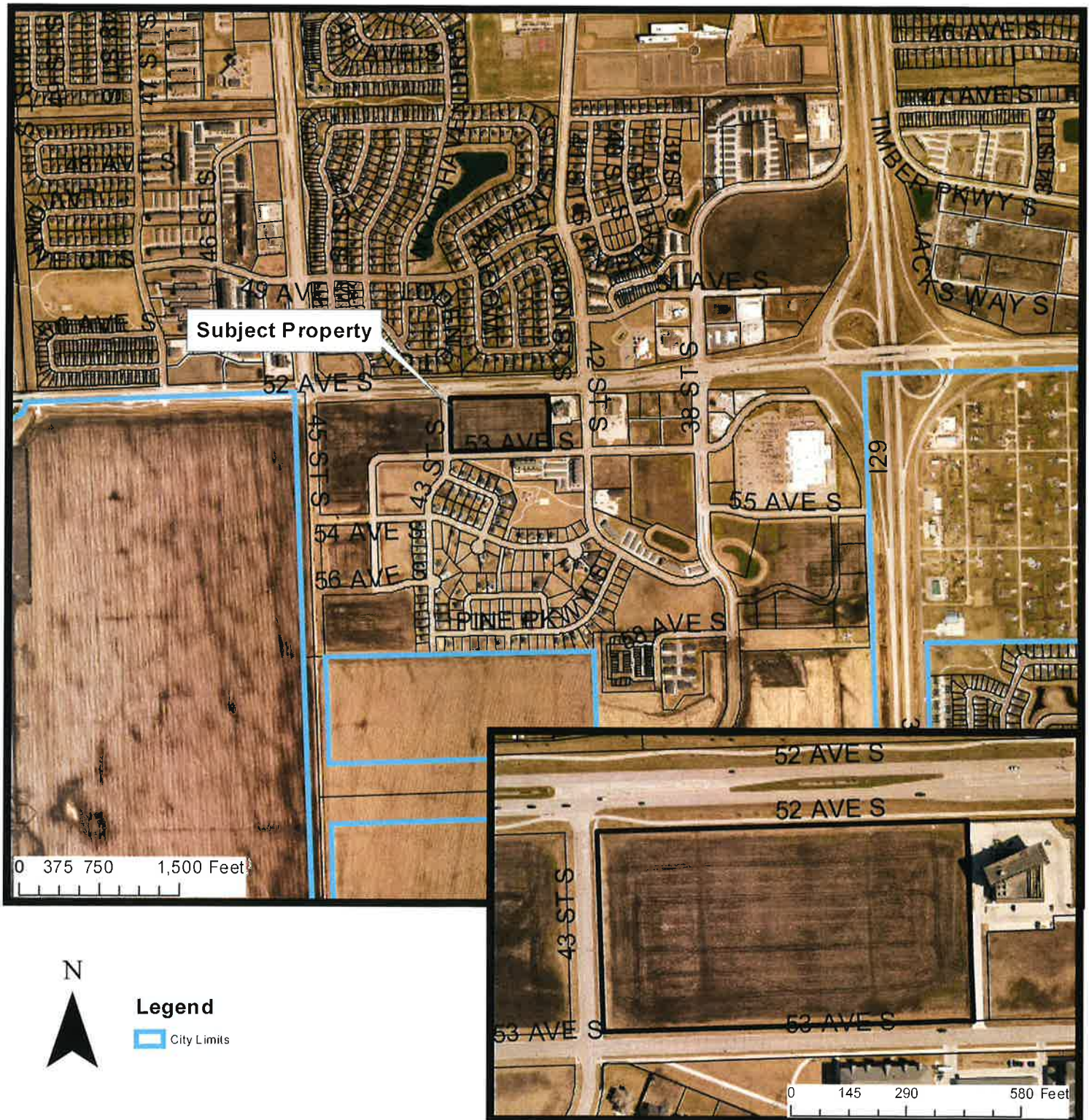
4265 53rd Avenue South



Minor Subdivision

The Pines at the District Fifth Addition

4265 53rd Avenue South



(24)

City of Fargo Staff Report			
Title:	Northern Sheyenne Land Fourth Addition	Date:	9/27/2023 1/18/2024
Location:	1810 & 1821 Sheyenne Loop North	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lot 2, Block 1, and Lot 5, Block 2, Northern Sheyenne Land Third Addition		
Owner(s)/Applicant:	Jesse Soper/John Nore/Neset Land Surveys	Engineer:	Neset Land Surveys
Entitlements Requested:	Minor Subdivision (Replat of Lot 2, Block 1, and Lot 5, Block 2, Northern Sheyenne Land Third Addition, to the City of Fargo, Cass County, North Dakota.)		
Status:	City Commission Consent Agenda: January 22, 2024		

Existing	Proposed
Land Use: Platted but not developed	Land Use: Industrial
Zoning: LI, Limited Industrial	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities.	Uses Allowed: No change
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: 85%

Proposal:

The request is to replat Lot 2, Block 1, and Lot 5, Block 2, Northern Sheyenne Land Third Addition into a 3 lot minor subdivision, entitled **Northern Sheyenne Land Fourth Addition**. Negative access easements that were left over from the previous plat, located along both sides of Sheyenne Loop roadway, are to be vacated with this plat.

The plat and amenity plan was presented to the Public Works Project Evaluation Committee (PWPEC) on January 16, 2024. The amenity plan defines the storm water, flood protection and responsibilities for Northern Sheyenne Land Fourth Addition.

Surrounding Land Uses and Zoning Districts:

- North: LI, Limited Industrial and P/I, Public and Institutional with a storm water detention basin and undeveloped land;
- East: GI, General Industrial with warehouse, service shop and office uses;
- South: LI, Limited Industrial with self-service storage and office uses;
- West: LI, Limited Industrial and is undeveloped land.

(Continued on next page.)

Area Plans:

The subject property is located within the 2007 Tier 1 Northwest Future Land Use Plan. The plan designated the subject property as "Commercial", however, in 2012 when the subject property underwent a zone change from GI, General Industrial and GC, General Commercial, it was felt that it made sense to shift the retail and service industry further north to the main intersection and to keep the industrial land uses with access to the rail road. The current Zoning is LI, Limited Industrial. No zone change is proposed.

**Schools and Parks:**

Neighborhood: The subject property is not located within a designated neighborhood.

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

Parks: There are no Fargo Park District facilities within a mile of the subject property.

Pedestrian / Bicycle: There is a shared use path that runs along the south side of 19th Avenue North and a shared use path that runs along the west side of 45th Street North.

MATBUS Route: The subject property is not along a MATBUS route.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Minor Subdivision

The plat proposes a 3 lot minor subdivision, entitled **Northern Sheyenne Land Fourth Addition**. The current zoning is LI, Limited Industrial. No zone change is proposed. Negative access easements that were left over from the previous plat, located along both sides of Sheyenne Loop roadway, are to be vacated with this plat. There are no additional findings for negative access easements.

Access

Access for the subject property will only be taken off of Sheyenne Loop North.

Minor Subdivision

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

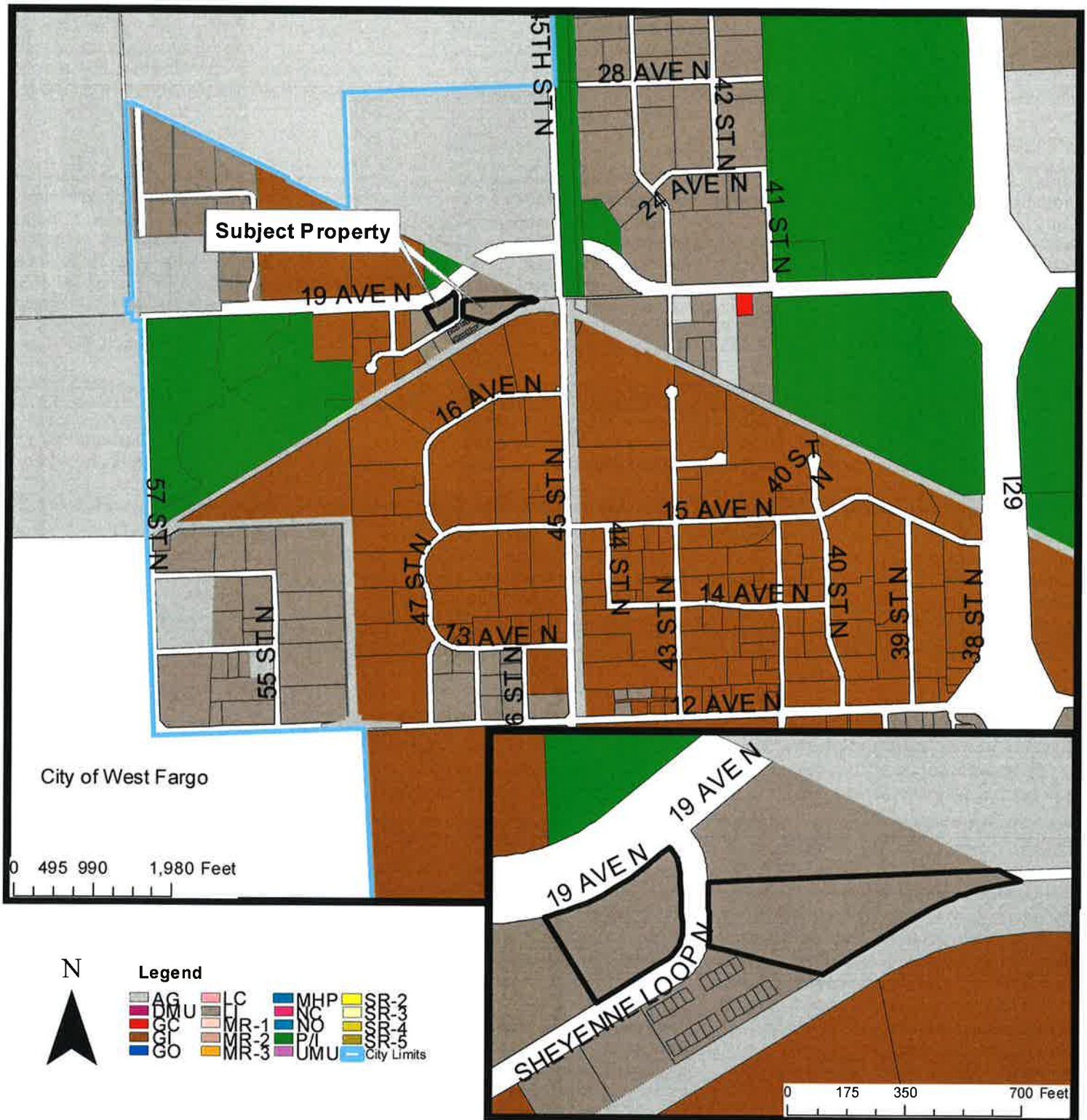
1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 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**

<p>Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p>
<p>This subdivision is intended to replat the existing two lots into three new lots. The current zoning is LI, Limited Industrial. No zone change is proposed. The subject property is located within the 2007 Tier 1 NW Future Land Use Plan. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries on the subject property. 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)</p>
<p>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.</p>
<p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p>
<p>Staff Recommendation:</p>
<p>Suggested Motion: To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, Northern Sheyenne Land Fourth Addition as outlined within the staff report, as the proposal complies with standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code</p>
<p>Planning Commission Recommendation: October 3, 2023</p>
<p>At the October 3, 2023 Planning Commission hearing, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, the Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed subdivision plat, Northern Sheyenne Land Fourth Addition as outlined within the staff report, as the proposal complies with standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code.</p>
<p>Attachments:</p>
<ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

Minor Subdivision

Northern Sheyenne Land Fourth Addition

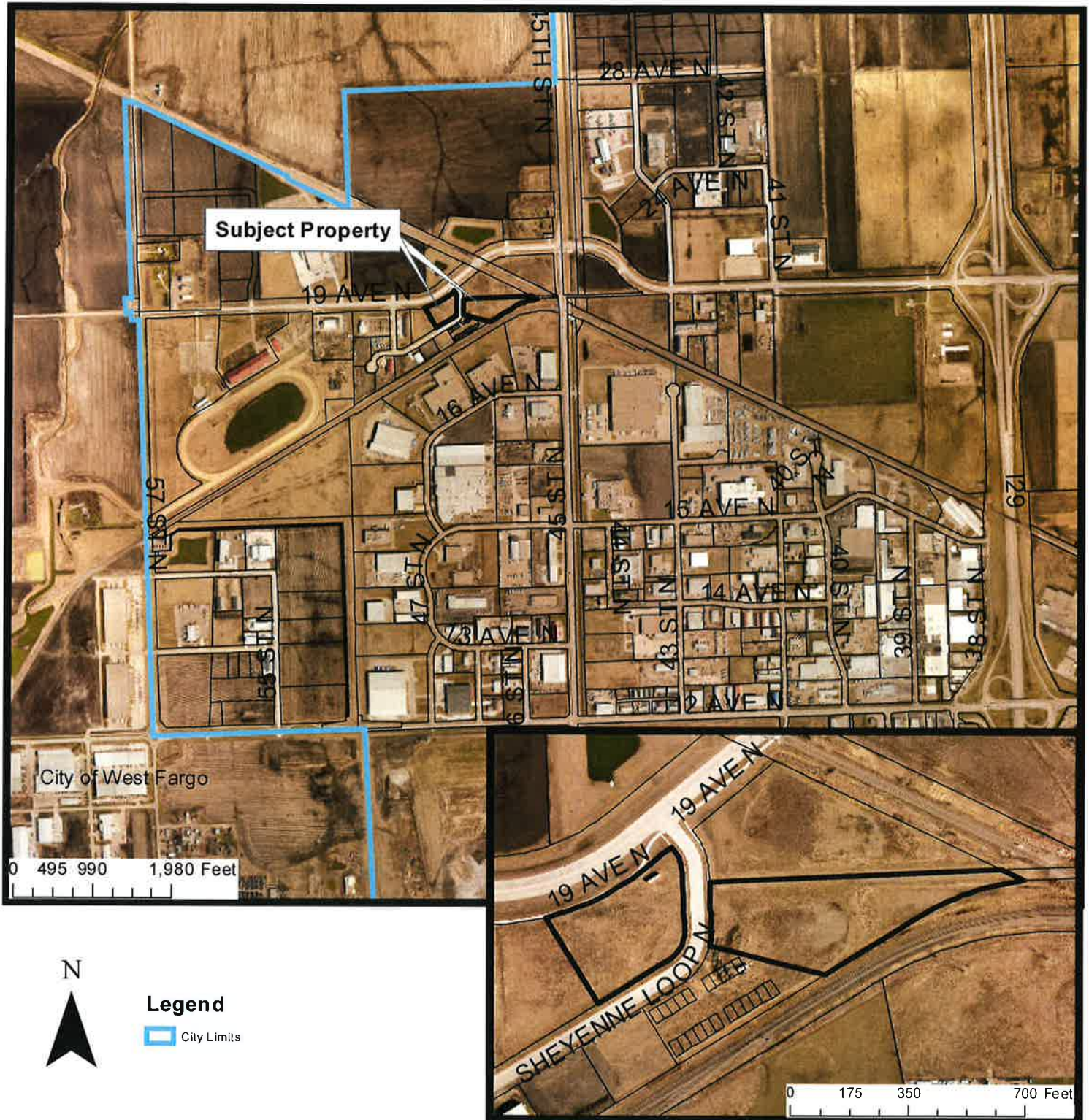
1810 and 1821 Sheyenne Loop North



Minor Subdivision

Northern Sheyenne Land Fourth Addition

1810 and 1821 Sheyenne Loop North



SURVEYORS CERTIFICATE

ALL A. MEET REGISTERED JAIL SERVICE UNDER THE LAWS OF THE STATE OF NORTH CAROLINA, SO HEREBY CERTIFY THAT I HAVE
CORRECTED THE RECORD OF SAID SERVICE, THAT ALL INFORMATION IS CORRECT AND ACCURATE AND THAT THIS IS A
TRUE AND CORRECT COPY OF THE RECORD AS IT NOW STANDS. I HAVE REVIEWED THE RECORD AND HAVE FOUND THAT THE RECORD IS
CORRECT AND ACCURATE. I HAVE REVIEWED THE RECORD AND HAVE FOUND THAT THE RECORD IS CORRECT AND ACCURATE.
DATE: 10/1/1911
BY: [Signature]
JAIL SERVICE

[illegible]

CITY ENGINEER'S APPROVAL

THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____

 JIM HANAWAY, P.E., CITY ENGINEER

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC, NATURAL AND RESIDENT CITIZEN OF THE PERSONAL JURISDICTION OF THE STATE OF _____, the following persons appeared, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC, COUNTY _____, STATE _____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this _____ day of _____, 20____.

NOTARY COMMISSION EXPIRES: _____

CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 20____

TWENTY-THREE MONTHS
 FROM JANUARY, CITY AND COUNTY
 STATE OF NORTH CAROLINA
 COUNTY OF _____
 CITY OF _____
 BEFORE ME, a Notary Public within and for said County and State, personally appearing _____, known to me to be the person whose name is subscribed to and who executed the foregoing instrument, and acknowledging to me that he executed the same for the purposes and consideration therein expressed, I have signed my hand and seal of office.
 IN WITNESS WHEREOF, I have hereunto set my hand and seal of office.
 NOTARY PUBLIC, COUNTY OF _____, STATE OF NORTH CAROLINA
 MY COMMISSION EXPIRES _____

CITY PLANNING COMMISSION APPROVAL

APPROVED BY THE CITY OF FARGO PLANNING COMMISSION THIS _____ DAY OF _____, 20____

INVESTING COMPANY
 STATE OF _____
 COUNTY OF _____
 ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed said instrument for the purposes and intents hereunto expressed.

WITNESS MY HAND AND SEAL OF OFFICE ON _____ DAY OF _____, 20____.

 MY COMMISSION EXPIRES: _____

FOR RECORDING PURPOSES ONLY

A MINOR SUBDIVISION

PROPERTY IS SITUATED IN ZONE A AT 110' FEET FLOOD PROTECTION AND ELEVATION RISES TO 9.7% ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF 1.5' THAT 1 FOOT OF WATER DISBURSED ALIAS LIES FLANK 1 BROAD MEET AND AREAS PROTECTED BY LEVIES FROM THE ANNUAL CHANCE FLOOD AS DETERMINED FROM RECENT PANEL SURVEILLING, DATED JANUARY 16, 2015 BASE FLOOD ELEVATION = 855.00' (NAD 83)

THE ABOVE LIST OF DEEDS ARE REFERENCED FROM MASSACHUSETTS DOCUMENT NO. 1867865 AND 186862.



EXISTING NEGATIVE ACCESS EASEMENT

NEGATIVE ACCESS EASEMENT TO BE VULNERABLE

around 1900, with a primary around coordination system, December 1992.

CUR

FOR RECORDING PURPOSES ONLY

SHEET 1 OF 2



(25)

FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City of Fargo Commission
From: Asst. Chief Travis Stefonowicz *TS*
Date: 01/09/2024
RE: 2024 Law Enforcement Resiliency Grant Award and Budget Adjustment
Grant# RS25004
Account #101-5054-411-59-50
Project Code PD91

We would like to express our sincere appreciation to the City Commission for its ongoing support of our efforts to ensure the highest level of service and safety for the residents of the City of Fargo. The 2024 Law Enforcement Resiliency Grant funds, issued by the North Dakota Office of the Attorney General in the amount of \$21,960.00, will be utilized exclusively for training programs and travel-related expenses that directly contribute to the professional growth and skill enhancement of our officers.

One of the noteworthy aspects of this grant is that it comes with no matching requirement from the city. This ensures that the entire grant amount can be dedicated solely to the intended purposes without placing any additional financial burden on the city's budget. We believe that this grant will significantly contribute to the effectiveness and efficiency of the Fargo Police Department.

The training and conference attendance covered by the grant will focus on the latest advancements in law enforcement techniques, wellness strategies, and programming. Additionally, the grant will support travel expenses associated with attendance at relevant conferences and workshops, allowing our officers to stay informed about best practices and industry standards to bring back to our region.

We are confident that these investments in training and development will contribute to the overall safety and well-being of our community and the Officers that serve.

Recommended Motion:

Accept the 2024 Law Enforcement Resiliency Grant issued by the Office of Attorney General in the amount of \$21,960.

Increase Revenue Account 101-0000-334-10-92 (State Operating Grants/Police Department) by \$21,960.

Increase 2024 budget line 101-5045-411-59-50 (Training) by \$21,960 - Expenses to be marked with project code PD91.



Drew H. Wrigley
ATTORNEY GENERAL

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL

www.attorneygeneral.nd.gov
(701) 328-2210

January 4, 2024

Asst. Chief Travis Stefonowicz
Fargo Police Department
105 25th St N
Fargo, ND 58102

Dear Asst. Chief Stefonowicz,

Your agency has been awarded \$21,960 in Law Enforcement Resiliency grant funds for the calendar year 2024 to be used towards your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Friday, January 26, 2024:

1. Grant Award and Acceptance
2. Budget Detail
3. Non-Supplanting Certification
4. Contact Information Document
5. Certified Conditions
6. A copy of your agencies most recent audit

**Be sure to retain a copy of the above documents for your grant file.*

Please carefully review all the award documents. Reimbursements will only be paid via electronic funds transfer. Funds will not be reimbursed until these forms have been completed, signed, and returned to the Office of Attorney General at:

ND Office of Attorney General
Grants Management Division
Attention: Tayler Ann Faul
600 E. Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: tfaul@nd.gov

Please take note of the following information contained in the award documents:

- Your project period is January 1, 2024 - December 31, 2024.
- The total amount of the funds awarded have been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed, and any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.
- There is no match requirement for this grant.

Reimbursements will be issued following the submission and approval of subrecipient's Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call me at (701) 328-5535.

Sincerely,



TaylerAnn Faul
Grants/Contracts Officer

TF/gb

cc: Fiscal Officer

Enclosures: Grant Award and Acceptance
Budget Detail
Non-Supplanting Certification
Contact Information Document
Certified Conditions

GRANT AWARD AND ACCEPTANCE – Law Enforcement Resiliency Grant
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

Subgrantee City of Fargo	Grant Number RS25004
Implementing Agency Fargo Police Department	Make Check Payable To
Authorized Official Tim Mahoney	Title Mayor
Project Director Travis Stefonowicz	Title Asst. Chief
Fiscal Officer Kathy Lormis	Title Financial Mgr
Project Period 1/1/2024 – 12/31/2024	

BUDGET SUMMARY

ITEM	BUDGET	SOURCE OF FUNDS	PERCENTAGE
Personnel Salary			
Personnel Fringe			
Supplies		Total	\$21,960 100%
Rent		SPECIAL CONDITIONS	
Communications			
Consultants/Contracts			
Equipment Rent/Lease			
Other Costs			
Travel/Training	\$21,960	FUNDING DETAIL	
		A detailed list of funded items is attached. Requests for reimbursement will be approved based on this list.	
Total	\$21,960		

The terms and conditions of this grant are outlined above and on the attached pages.

Date Awarded December 29, 2023	Signature of Attorney General or Designee <i>Sarah Couture</i>	Printed Name and Title Sarah Couture, Grants Supervisor
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ACCEPTANCE

The subgrantee and implementing agencies accept this grant and promise to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.		
Date Accepted	Signature of Authorized Official	Print Name and Title
Date Accepted 01-09-2024	Signature of Project Director <i>Travis Stefonowicz</i>	Print Name and Title TRAVIS STEFONOWICZ - Asst. Chief
Date Accepted 1/9/2024	Signature of Fiscal Officer <i>Kathleen J Lormis</i>	Print Name and Title Kathleen J Lormis Payroll & Procurement Asst.



BUDGET DETAIL
Law Enforcement Resiliency Grant
Office of Attorney General

Grant # RS25004

Recipient: City of Fargo
 Implementing Agency: Fargo PD
 Contact Name (P.D.): Travis Stefonowicz
 Email (P.D.): tstefonowicz@fargond.gov
 Phone Number (P.D.): 701-793-4332

2024 Request Detail**Personnel/OT & Fringe**

Total Personnel/OT & Fringe Requested \$ -

Operating

Item	Qty	Unit	\$/Unit	Total
Travel/Training				
IACP Wellness Conference	4	People	1,780.00	\$ 7,120.00
COPS Wellness Conference	4	People	1,860.00	\$ 7,440.00
Struggle Well 5 day course	4	People	1,850.00	\$ 7,400.00
Total Travel/Training				\$ 21,960.00

Total Operating Requested \$ 21,960.00

Total Request \$ 21,960.00

Approved
 Denied

20245 Approved Budget**Personnel/OT & Fringe**

Total Personnel/OT & Fringe Awarded \$ -

Operating

Item	Qty	Unit	\$/Unit	Total
Travel/Training				
IACP Wellness Conference	4.00	People	1,780.00	\$ 7,120.00
COPS Wellness Conference	4.00	People	1,860.00	\$ 7,440.00
Struggle Well 5 day course	4.00	People	1,850.00	\$ 7,400.00
Total Travel/Training				\$ 21,960.00

Total Operating Awarded \$ 21,960.00

Total Award \$ 21,960.00

Signature	Date
Authorized Official	
Signature	Date
Project Director <i>[Signature]</i>	01-09-2024
Signature	Date
Fiscal Officer <i>[Signature]</i>	1/9/24



NON-SUPPLANTING CERTIFICATION
Law Enforcement Resiliency Grant
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title	Date Accepted
Signature of Project Director	Print Name and Title	Date Accepted
	TRAVIS STERNOWITZ ASST. CHIEF	01-09-2024
Signature of Fiscal Officer	Print Name and Title	Date Accepted
	Kathleen J. Lormis Payroll & Procurement Assistant	01/19/24



CONTACT INFORMATION
Law Enforcement Resiliency Grant
OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County) Telephone Email Fax

CITY OF FARGO - CASS COUNTY

Subgrantee Mailing Address

City, State, Zip

225 4th ST N

FARGO ND 58102-4817

Contact Name

Telephone

Email

WYATT PAPENFUSS - Finance Manager 701-476-5968 WPAPENFUSS@FARGO.ND.GOV

Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency

FARGO POLICE DEPARTMENT - CITY OF FARGO

Mailing Address

City, State, Zip

105 25th ST N

FARGO ND 58102

Project Director & Title

Telephone

Email

TRAVIS STEFONOWICZ - ASST. CHIEF 701-476-4094 TSTEFONOWICZ@FARGO.ND.GOV

Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer

Title & Agency - FARGO POLICE

Telephone

Email

KATHY LOEMIS Payroll and Procurement Assistant 701-476-4176 KLOEMIS@FARGO.ND.GOV

Person completing SFR (if not Fiscal Officer)

Title & Agency

Telephone

Email

Mailing Address

City, State, Zip

105 25th ST N

FARGO ND 58102



**CERTIFIED CONDITIONS
LAW ENFORCEMENT RESILIENCY GRANT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL (NDOAG)**

I. INTRODUCTION

Subgrantee

Subgrantees are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian Tribes.

Implementing Agency

The implementing agency has direct responsibility for carrying out the activities of the grant.

Authorized Official

The authorized official must have the legal authority to commit the subgrantee to a contract or other agreement. Examples are the mayor, city auditor, county auditor, or director of a state agency. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the North Dakota Office of Attorney General (NDOAG).

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the NDOAG and has responsibility for the financial administration of the project.

II. PROJECT COMMENCEMENT

Project spending/committing of funds

This grant period is 12 months – January 1, 2024, to December 31, 2024.

Final reimbursement requests must be submitted to the NDOAG by **February 28, 2025**.

Failure to Commence Project

If a project will not commence operation within 60 days of the beginning project date, the project director will report, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

III. COOPERATION

Subgrantee and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the NDOAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the subgrantee and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subgrantee and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

Subgrantee and implementing agency must obtain prior written authorization from the NDOAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application
- B. Changes in the project director or key professional personnel identified in the approved application
- C. Changes in the approved project budget as specified under financial conditions
- D. Grant extensions – no extensions will be allowed
- E. Any training programs being hosted by the subgrantee

VI. PROGRESS REPORTS

Purpose

Subgrantees must submit Progress Reports to the NDOAG. Progress Reports have the following purposes:

- A. To determine if the subgrantee operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for planning
- D. To help other agencies which might undertake a similar project; and
- E. To present information to the legislature.

Progress Report Requirements

- A. Data and narrative showing the progress on meeting the project's goals and objectives;
- B. Project activities linked to the specific objectives of the project period; and
- C. Problems encountered.

Due Dates

Subgrantees must submit quarterly Progress Reports. Reports are to be based on that period's activities. There will be a total of four reports due during the grant period. Progress Reports are due at the end of the month following the reporting period as follows:

<u>Quarter End Date</u>	<u>Report Due</u>
March 31	April 30, 2024
June 30	July 31, 2024
September 30	October 31, 2024
December 31	January 31, 2025

Failure to Submit the Progress Report

The NDOAG will not reimburse expenditures if any Progress Report is outstanding. Failure to submit the Progress Reports will result in the suspension of processing new or continuation projects. Reimbursement requests will not be processed until the Progress Report is received.

VII. FINANCIAL MANAGEMENT

Supplanting

Grant funds received cannot be used to supplant existing funds from program activities (personnel, operating and/or equipment) and do not replace those funds which have been appropriated for the same purpose.

Accounting Requirements and Procedures

Subgrantee and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all grant funds and required non-federal matching funds. All conditions, which apply to grant funds, apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of grant funds and matching funds under each grant awarded; and
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Cash Match (if applicable)

The applicant assures that matching funds are non-federal dollars. All subgrantees must

maintain records, which clearly show the source, the amount, and the timing of all matching contributions.

Pre-Agreement Costs

The NDOAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the Grant Award and Acceptance will not be allowed without prior approval.

Budget Deviation

All expenditures of the project must be in accordance with the detailed Budget Summary of the Grant Award and Acceptance. The NDOAG will not reimburse expenses, which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, prior to the purchase, to the NDOAG and will be considered on a case-by-case basis.

Unexpended Funds

Funds not expended for the specific purposes or conditions of the grant during the grant period will be considered turnback funds, and will not be reimbursable to the subgrantee.

Reimbursement

The NDOAG reimburses a portion of actual expenses (based on your award) on a monthly or quarterly basis. Reimbursements must be done either monthly or quarterly and followed through the same schedule the entire grant period. Tracking will be done to note late reimbursements. The Summary Financial Report and Expenditure Report must be used to report all grant expenditures. These forms, along with supporting documentation, should be submitted to the North Dakota Office of Attorney General (NDOAG) within 30 days following the end of the reporting period. All reimbursements are subject to additional questions from the grant staff and can be denied if enough documentation is not available.

Personnel and Overtime Expenditures:

Documentation required: Hourly rates, check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets shall be reviewed during audits).

Travel Related Costs: (meals, lodging, transportation, mileage, etc.)

Documentation required: Sufficient detail including destination, purpose of travel, dates, and supervisor approval. Travel expenses will be reimbursed at the local or state rates, when available. For out of state travel, GSA rates will prevail.

To receive reimbursement for meals you must document departure and arrival times and you must travel a minimum of four (4) hours, which cover the following time frames:

Breakfast – leave on or before 7:00 am

Lunch – 11:00 am – 1:00 pm

Dinner – 5:00 pm – 7:00 pm

Contracts, Leases, and Agreements:

Documentation required: Consultant and contractual services, leases, and agreements must be supported by bids and/or sole source documentation, copies of written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided.

Supplies, Equipment, All Other Costs:

Documentation required: Itemized invoices, bids and/or sole source documentation if required per state procurement guidelines

Audit Requirements

Subgrantees must provide a copy of audit reports to the NDOAG annually.

VIII. INSPECTION OF RECORDS

Retention of Records

Subgrantees must retain project files and financial records for three years following the completion of the grant project or date of last audit performed by our office, whichever is later.

Records Inspection

Subgrantee and implementing agency give the North Dakota Office of Attorney General or its representative's permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the Office of Attorney General or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

Guidelines

Subgrantees should follow their agencies rules and guidelines for procurement when acquiring needed commodities and/or services. It is recommended that documentation supporting the required procurement process be kept in the subgrantee's grant file.

If allowed, subgrantees may want to consider purchasing commodities and/or services available via ND State Bid Contracts. State contracted items can be reviewed on the State Procurement Website at: <https://apps.nd.gov/csd/spo/services/bidder/listCurrentContracts.do>.

X. EQUIPMENT

Ownership of Equipment

Subgrantees and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subgrantee and implementing agency.

Disposition

When equipment is no longer needed for criminal justice purposes, the subgrantee must contact the NDOAG for disposition instructions.

XI. APPLICABLE LAWS AND REGULATIONS

The subgrantee and implementing agency shall abide by all state laws and regulations as may be applicable to the project and as stipulated in the conditions issued by the Office of Attorney General.



CERTIFIED CONDITIONS
LAW ENFORCEMENT RESILIENCY GRANT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL (NDOAG)

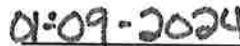
I certify that the project proposed in this application meets all the requirements of the Law Enforcement Resiliency Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all state laws, regulations, and guidelines. The undersigned has reviewed the above-certified conditions and agree that the applicable conditions above will be followed.

Signature of Authorized Official

Date



Signature of Project Director



Date



Signature of Fiscal Officer



Date

Please make a copy for your records and return the original with the other required award and acceptance documents to ND Office of Attorney General.



26

FARGO POLICE DEPARTMENT

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

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: City of Fargo Commission

From: Chief David Zibolski

Date: 01/18/2024

RE: 2024 Project Safe Neighborhoods Federal Grant Award and Budget Adjustment

Grant# PSN2201

Account # 101-5054-411-61-40

Project Code PDSN24

In the summer of 2023 the Fargo Police Department applied for the Project Safe Neighborhoods Grant through the United States Attorney's office. The Project Safe Neighborhoods program (PSN) is a program that provides funding for resources to local law enforcement agencies to aid in the reduction and prosecution of violent crime offenders. The Fargo Police Department has participated in this program since the beginning of 2023 and was awarded a similar grant in 2023 for the same purposes. The Fargo Police Department was again PSN grant for 2024.

Recommended Motion:

Accept the 2024 PSN Grant issued by the United States Attorney's office in the amount of \$61,924.74

Increase Revenue Account 101-0000-334-11-22 by \$61,924.74

Increase 2024 budget line 101-5045-411-61-40 (General Supplies) by \$60,924.74

Increase 2024 budget line 101-5054-411-11-01 (Full Time Staff/Full Time-Overtime \$1000

Mayor's Signature on the provided documents if accepted



Drew H. Wrigley
ATTORNEY GENERAL

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL
www.attorneygeneral.nd.gov
(701) 328-2210

January 9, 2024

Captain William Ahlfeldt
Fargo Police Department
105 25th St N
Fargo, ND 58102

Dear Captain Ahlfeldt,

Your agency has been awarded \$61,924.74 in Project Safe Neighborhoods (PSN) Grant Program funds for the project period of January 1, 2024 through December 31, 2024, to be used towards your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Tuesday, January 23, 2024:

1. Grant Award and Acceptance
2. Budget Detail
3. Contact Information Document
4. Non-Supplanting Certification
5. A-133 Audit Certification
6. Certified Conditions

**Please be sure to retain a copy of the above documents for your grant file.*

Please carefully review all the award documents. Reimbursements will only be paid via electronic funds transfer. Federal funds will not be disbursed until these forms have been completed, signed, and returned to the Office of Attorney General at:

ND Office of Attorney General
Grants Management Division
Attention: Mary Morrell
600 E. Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: mjmorrell@nd.gov

Please take note of the following information contained in the award documents:

- Your project period is January 1, 2024 – December 31, 2024.
- The total amount of the funds awarded by the Drug and Violent Crime Policy Board has been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed according to requirements by the Department of Justice PSN program and recommendations made by the Drug and Violent Crime Policy Board. Any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.

Reimbursements will be issued following the submission and approval of subrecipient's Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call me at (701) 328-5507.

Sincerely,

Mary Morrell

Mary Morrell
Grants/Contracts Officer I

MM/gb

Enclosures: Grant Award and Acceptance
Budget Detail
Contact Information Document
Non-Supplanting Certification
A-133 Audit Certification
Certified Conditions



GRANT AWARD AND ACCEPTANCE
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
 12/2019

Subrecipient City of Fargo		Unique Entity Identifier #		Grant # PSN2201	
Implementing Agency Fargo Police Department		Make Check Payable To			
Project Director William Ahlfeldt		Title Captain		Email wahlfeldt@fargond.gov	
Fiscal Officer Kathy Lormis		Title Office Associate III		Phone 701-241-1414	
Federal Awarding Agency Bureau of Justice Assistance		CFDA # 16.609		FAIN # 15PBJA-22-GG-00799-GUNP	
Project Description Project Safe Neighborhoods (PSN) Grant Program		Federal Award Period 10/01/2022-09/30/2025		Project Period 01/01/2024-12/31/2024	
		Amount of Federal Funds Obligated by this Action \$61,924.74		Total Federal Award \$77,259	

AWARD SUMMARY				
ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Personnel	\$1,000.00	FEDERAL	\$61,924.74	100%
Operating	\$46,926.74			
Equipment	\$13,998.00			
TOTAL	\$61,924.74	TOTAL	\$61,924.74	100%

GENERAL AND SPECIAL CONDITIONS

The subrecipient cannot spend or commit funds until January 1, 2024.

This is a non-R&D award and approved subject to the conditions outlined above and on the attached pages.

Date Awarded December 31, 2023	Signature of Attorney General or Designee <i>Becky Keller</i>	Printed Name and Title Becky Keller, Director of Finance and Administration
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ACCEPTANCE

The subrecipient and implementing agency accept this grant and promises to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

Date Accepted	Signature of Authorized Official	Name and Title (printed)
Date Accepted 01/18/2024	Signature of Project Director <i>[Signature]</i>	Name and Title (printed) CAPT. WILLIAM S. AHLFELDT
Date Accepted 1/18/2024	Signature of Fiscal Officer <i>Kathleen J. Lormis</i>	Name and Title (printed) Kathleen J. Lormis, Payroll & Procurement Assistant



BUDGET DETAIL
Project Safe Neighborhood
Office of Attorney General

Grant # PSN2201

Recipient: City of Fargo
Implementing Agency: Fargo Police Department
Contact Name (P.D.): Bill Ahlfeldt
Email (PD): Wahlfeldt@fargond.gov
Phone Number (P.D.): 701-241-1414

CY 2024 Request Detail

Personnel/OT & Fringe

Item	Qty	Unit	\$/Unit	Total
Personnel/OT & Fringe				
Overtime	1	1000		1,000.00
Total Personnel/OT & Fringe Requested				\$ 1,000.00

Approved
Denied

2024 Approved Budget

Personnel/OT & Fringe

Item	Qty	Unit	\$/Unit	Total
Personnel/OT & Fringe				
Overtime	1.00		1,000.00	1,000.00
Total Personnel/OT & Fringe Awarded				\$ 1,000.00

Operating

Item	Qty	Unit	\$/Unit	Total
Supplies				
Fire Strobe Camera	1	ea	2,955.00	2,955.00
MRAPS Rifle Rated Shield	6	ea	4,802.00	28,812.00
Cell Phone Vault	1	ea	4,999.00	4,999.00
Pole Camera Modems	6	ea	2,040.00	12,240.00
Avon Epic Responder Helmet	23	ea	735.00	16,905.00
Pistol Red Dots w/ Holster	20	ea	571.00	11,420.00
Simunition Bolts for Training Rifles	13	ea	389.00	5,057.00
TAC-SA Pepperball Rifle	3	ea	1,000.35	3,001.05
Dynamic Entry Bolt Cutter	2	ea	240.00	480.00
Dynamic Entry Monoshock Ram	2	ea	413.00	826.00
Paratech Hoolligan Tool	2	ea	300.00	600.00
Total Operating Requested				\$ 87,295.05

Operating

Item	Qty	Unit	\$/Unit	Total
Supplies				
Fire Strobe Camera	1.00	ea	2,955.00	2,955.00
MRAPS Rifle Rated Shield	5.00	ea	4,802.00	23,731.69
Cell Phone Vault	1.00	ea	4,999.00	4,999.00
Pole Camera Modems	6.00	ea	2,040.00	12,240.00
Avon Epic Responder Helmet	23.00	ea	735.00	16,905.00
Pistol Red Dots w/ Holster	20.00	ea	571.00	11,420.00
Simunition Bolts for Training Rifles	13.00	ea	389.00	5,057.00
TAC-SA Pepperball Rifle	3.00	ea	1,000.35	3,001.05
Dynamic Entry Bolt Cutter	2.00	ea	240.00	480.00
Dynamic Entry Monoshock Ram	2.00	ea	413.00	826.00
Paratech Hoolligan Tool	2.00	ea	300.00	600.00
Total Operating Awarded				\$ 46,926.74

Equipment

Item	Qty	Unit	\$/Unit	Total
Hedge Hog Camera	1	ea	7,999.00	7,999.00
Capture BT Fuming Chamber	1	ea	18,699.00	18,699.00
Predator Nano Pole Camera	1	ea	5,999.00	5,999.00
Total Equipment Requested				\$ 32,697.00

Equipment

Item	Qty	Unit	\$/Unit	Total
Hedge Hog Camera	1.00	ea	7,999.00	7,999.00
Capture BT Fuming Chamber	1.00	ea	18,699.00	18,699.00
Predator Nano Pole Camera	1.00	ea	5,999.00	5,999.00
Total Equipment Awarded				\$ 13,998.00

Total Request

\$ 120,992.05

Total Award

\$ 61,924.74

Signature	Date
Authorized Official	
Signature	Date
Project Director	01/28/24
Signature	Date
Fiscal Officer	1/18/24



AUDIT CERTIFICATION
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
 12/2019

FY24 Funding A-133 Audit Certification

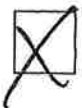
Subrecipient: City of Fargo
Grant Number: PSN2201
Federal Award Amount: \$61,924.74

We certify that:

☐

We are a non-federal entity that expended \$750,000 or more in federal awards during our fiscal year (from all sources including pass-through sub awards), and are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) 2 C.F.R. Part 200.514. This audit report will be submitted to the Office of Attorney General.

OR



We are a non-federal entity that expended less than \$750,000 a year in federal awards, and are therefore exempt from federal audit requirements for the award year. We realize however, that we must keep records that are available for review or audit by appropriate officials including the federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Certified By:

Date Accepted	Signature of Authorized Official	Name and Title
01/18/2024		CAPT. WILLIAM S. AHLFELD
1/18/24	Signature of Fiscal Officer	Name and Title
		Kathleen J Lormis, Payroll & Procurement Assistant



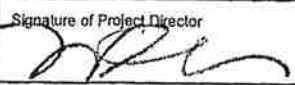
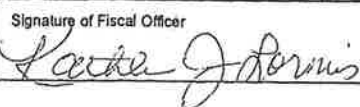
NON-SUPPLANTING CERTIFICATION
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title	Date Accepted
	CAPT. WILLIAM S. AHLFELDT	01/18/2024
Signature of Fiscal Officer	Print Name and Title	Date Accepted
	Kathleen J. Lormis Payroll Procurement Assistant	1/18/24



CONTACT SHEET
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
CITY OF FARGO	701-476-5968	WPAPENFUS@FARGO.ND.GOV	
Subgrantee Mailing Address	City, State, Zip		
225 4TH ST. N. FARGO, ND 58102			

Contact Name	Telephone	Email
WYATT PAPENFUS	701-476-5968	WPAPENFUS@FARGO.ND.GOV

Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency	
FARGO POLICE DEPARTMENT	FARGO, ND 58102
Mailing Address	City, State, Zip
105 25TH ST. N.	701-241-1414
Project Director & Title	Telephone
CAPT. WILLIAM S. AHLFELD	FARGO, ND 58102
	Email
	W.AHLFELD@FARGO.ND.GOV

Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
Kathleen J Lormis	Payroll & Procurement Assistant	701-476-4176	KLORMIS@FARGO.ND.GOV
Person completing SFR (If not Fiscal Officer)	Title & Agency	Telephone	Email
SAME AS ABOVE		701-476-4176	KLORMIS@FARGO.ND.GOV
Mailing Address	City, State, Zip		
105 25TH ST N FARGO ND 58102			



CERTIFIED CONDITIONS
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL
12/2023

I. INTRODUCTION

Subrecipient

Subrecipients are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian tribes.

Implementing Agency

The Implementing Agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

The authorized official must have the legal authority to commit the Subrecipient to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or tribal chairperson. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities and spending within the awarded budget. This person will prepare and submit all progress reports as required by the Office of Attorney General (OAG).

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the OAG and has responsibility for the financial administration of the project.

II. GENERAL TERMS AND CONDITIONS

General terms and conditions are available online at
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to

conduct during the award period – may result in the Office of Justice Programs (OJP) taking appropriate action with respect to the Subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice (DOJ), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and may lead to imposition of civil penalties and administrative remedies for false claims of otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. This award is subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards, see the OJP website <http://ojp.gov/funding/Part200UniformRequirements.htm>.
3. The Subrecipient agrees to comply with the DOJ Grants Financial Guide posted on the OJP website (currently the “2022 DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posed during the period of performance.
4. Subrecipients must comply with the federal Government-wide Suspension and Debarment provisions set forth at 2 CFR Part 180.
5. If a project has commenced operation within 60 days of the beginning project date, the project director will report in writing, the steps taken to initiate the project, the reasons for the delay and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

If a project has not begun operations within 90 days of the beginning of the project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the OAG determines that the delay is not desirable, the project will be canceled.

6. General appropriations-law restrictions compliance on the use of federal funds is required. The Subrecipient at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm> and are incorporated by reference here.

7. Subrecipients must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards must have specific federal authorization), and are incorporated by reference here.

8. In regards to employment eligibility verification for hiring under the award, the Subrecipient must:
 1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1).
 2. Notify all persons associated with the Subrecipient who are or will be involved in activities under this award of both:
 - a. this award requirement for verification of employment eligibility, and
 - b. the associated provisions in 8 U.S.C 1324a(a)(1) that, generally speaking make it unlawful in the United States, to hire (or recruit for employment) certain aliens.
 3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility and of the associated provisions of 8 U.S.C 1324a(a)(1).
 4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary and allocable costs (if any) of actions designed to ensure compliance with this condition.

Rules of Construction:

1. Staff involved in the hiring process: For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
2. Employment eligibility confirmation with E-Verify: For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment

eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4. Nothing in this condition shall be understood to authorize or require any subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including paragraph 2 under Rules of Construction, shall be understood to relieve any subrecipient or any person or other entity of any obligations imposed by law, including 8 U.S.C. 1324a(a)(1).

9. Subrecipients must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipients breach procedures must include a requirement to report actual or imminent breach of PII to the OAG no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. Determination of suitability to interact with participating minors.

SCOPE: This condition applies to this award if it is indicated in the application for the award for any subaward, that a purpose of some or all of the activities to be carried out under the award by the subrecipient is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award Condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

11. Subrecipients must comply with all applicable requirements (requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Subrecipients must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the

use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").

13. The Subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
14. Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>
15. The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards
16. The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
17. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
18. The Subrecipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

19. Subrecipients must comply with all confidentiality requirements of 34 U.S.C 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

20. Compliance with National Environmental Policy Act and related statutes.

Upon request, the subrecipient must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subrecipient or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

21. The Subrecipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

22. The subrecipient will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly

force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

23. The subrecipient agrees to comply with NIJ standards regarding body armor. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C.10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the link located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

III. COOPERATION

The Subrecipient and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the Subrecipient and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the Subrecipient and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the Subrecipient and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

The Subrecipient and implementing agency must obtain prior written authorization from the OAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;
- B. Changes in the project director or key professional personnel identified in the approved application;
- C. Changes in the approved project budget as specified under financial conditions;
- D. Grant extensions

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

VI. PROGRESS REPORTS

Purpose

Congress appropriates funds for the Project Safe Neighborhoods (PSN) Grant Program to create safer neighborhoods through a sustained reduction in violent crime. The value of each project is not only what it does for the community, but what it tells the PSN Task Force, the Drug and Violent Crime Policy Board, the Attorney General, the North Dakota Legislature, the U.S. Attorney's Office, the U.S. DOJ, and Congress about violent crime within the identified target area.

Accordingly, subrecipients must submit Progress Reports to the OAG. Progress reports have the following purposes:

- A. To determine if the Subrecipient operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for criminal justice planning and the North Dakota PSN Strategy;
- D. To help other agencies which might undertake a similar project;
- E. To present information to Congress and the North Dakota Legislature.

Progress Report Requirements

Performance Measurement Tool (PMT) online reporting is required.

The Subrecipient must submit quarterly performance metrics reports through BJA's PMT website (<https://ojpssso.ojp.gov/>). The reporting requirements are due quarterly on the 20th of the month following the end of the quarter.

Additionally, the BJA may require specific project data.

Due Dates

Subrecipients must submit PMT reports quarterly, and depending on your agency/program, semi-annual progress reports may be required. **Reports are to be based on that period's activities.**

Failure to Submit the Progress Report

The OAG will not reimburse any expenditure if any federal progress report is outstanding. Failure to submit the progress reports may also result in the suspension of processing new or continuation projects.

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

The Subrecipient and implementing agency agree to establish financial accounting procedures to assure

proper disbursement and accounting for all federal funds and required non-federal matching funds. All conditions which apply to federal grant funds apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of federal funds and matching funds under each grant awarded.
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non-Supplanting

The subrecipient and implementing agency agree that federal funds made available through the PSN program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the federal Grant Award and Acceptance will not be allowed. Project funds cannot be spent or committed until January 1, 2024.

Budget Deviation

All expenditures of the project must be in accordance with the detailed federal Budget Summary of the Grant Award and Acceptance. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, in advance, to the OAG and will be considered on a case-by-case basis.

Unexpended Funds

Unexpended funds for the specific purposes or conditions of the grant during the awarded calendar year period must be returned to the OAG. These funds will be made available for award during the next grant award process.

Reimbursement/Allowable Expenses

The OAG reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the OAG and the subrecipient. The Summary Financial Report (SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to the OAG within 30 days following the end of the reporting period.

The SFR must show all project expenditures during the period of the report. Expenditures should be reported as actual amounts and must be accompanied by complete documentation as indicated below.

A. Personnel Expenditures

Includes: Salary, overtime, and benefits

Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets may be reviewed during audits).

B. Operating Expenditures

Includes: Utilities, office supplies, travel expenses, training, etc.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation, or other supporting documentation.

C. Equipment

Includes: Tangible personal property having an acquisition cost of \$5,000 or more per unit and a useful life of more than one year

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation.

D. Travel

Includes: Meals, lodging, mileage, and commercial transportation for travel approved in the subrecipient's application

Documentation required: Invoices, vouchers, receipts. Sufficient detail must be submitted to support the claim including destination, purpose of travel, dates, and authorization

Mileage, meals and lodging: Will be reimbursed at the local or state rate - whichever is lower; or for out-of-state travel, General Services Administration (GSA) rates will prevail. Current state rates are as follows:

To receive reimbursement for meals you must document departure and arrival times, and you must travel a minimum of four (4) hours, which cover the following time frames:

<u>Meals</u>	<u>State Rate</u>
Breakfast (leave on or before 7:00 a.m.)	\$ 9.00
Lunch (11:00 a.m. - 1:00 p.m.)	\$13.50
Dinner (5:00 p.m. - 7:00 p.m.)	\$22.50

E. Contracts, Leases, and Agreements

Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided. Subrecipients must submit a copy of approved contracts, leases, or agreements before reimbursement will be made.

Unallowable Expenses

The subrecipient understands and agrees that award funds may not be used for items that are listed on the Federal Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time.

Federal funds may not be expended for the following items:

- A. Items not part of the approved budget **unless** approved by the OAG
- B. Land acquisition
- C. Acquisition or construction of buildings
- D. Real estate mortgages or taxes, **unless** specifically provided for in the grant agreement
- E. Purchase of automobiles or other automotive vehicles **unless** provided for in the grant agreement
- F. Compensation to federal employees
- G. Travel of federal employees
- H. Military-type equipment
- I. Lobbying
- J. Fund raising
- K. Corporate formation
- L. Imputed interest
- M. Indirect (overhead) costs
- N. Bonuses, honoraria, or commissions
- O. Entertainment and related costs
- P. Social activities, i.e. sports, movies, etc.
- Q. Tips
- R. Bar charges/alcoholic beverages
- S. Guns, ammunition, tasers
- T. Acquisition of canines and/or canine expense, **unless** pre-approved for tactical team purposes.

Audit Requirements

Subrecipients receiving a total of \$750,000 or more in federal funds: The subrecipient agrees to have an audit which shall be in compliance with the audit requirements of the federal Office of Management and Budget (OMB) 2 C.F.R Part 200.514, "Audits of State and Local Governments, Institutions of Higher Education, Hospitals, and Other Nonprofit Institutions", if \$750,000 or more in total federal financial assistance is received. The audit must cover the period of the award.

The subrecipient understands and agrees that the DOJ awarding agency (OJP) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Units of local government and non-profit organizations must provide a copy of report of the audit to the OAG.

State agencies must give the OAG a copy of that part of the report of an audit conducted by the State Auditor's Office, which pertains to project funds at the time the agency received funds.

Subrecipients receiving a total of less than \$750,000 in federal funds: The subrecipient agrees to meet the following criteria:

- A. Establish an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities;
- B. Prepare financial reports to support claims charged toward the grant award. Reports should be supported by accurate and reliable financial data and should be in accordance with the terms of the applicable agreements; and
- C. Expend project funds in accordance with the federal Grant Award and Acceptance and federal and state rules.

Agencies not required to have an audit must provide and maintain adequate financial records for each period in which they received or spent project funds.

Potential Fraud, Waste, Abuse or Misconduct

The subrecipient must promptly refer to the OAG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the federal False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations

of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

VIII. INSPECTION OF RECORDS

Retention of Records

Subrecipients must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

The subrecipient and implementing agency give the OAG or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Subawards must be monitored as outlined in 2 C.F.R. 200.331. Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the OAG

or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

Adequate Competition

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner so as to provide maximum open and free competition. A state purchase price as obtained by the Office of Management and Budget (OMB) State of North Dakota, may be considered the same as a bid price.

Level of Competition Required

When needed commodities or services cannot be obtained from an existing source or a government entity, state procurement procedures must be used. The dollar of the purchase determines the level of competition required:

Purchasing Thresholds Effective July 1, 2018		
Level	Competition Requirements	Documentation Maintenance Requirement
Level 1 "Micro" Purchase Less than \$10,000	Obtain at least one fair and reasonable quote. Note: Equipment and software must be added to inventory if \$5,000 or greater. (N.D.C.C. § <u>54-27-21</u> Fixed Asset Minimum Reporting Value) State agencies (excluding Higher Education institutions) must submit printing purchase requests \$5,000 and over to OMB State Procurement.	Rotate vendors solicited on an equitable basis (N.D.A.C. § <u>4-12-08-02</u>)

Level 2 Small Purchase At least \$10,000 but less than \$50,000	Solicit informal quotes/bids or proposals from at least three vendors, or post to SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement form required if competition is not solicited from at least three vendors. The form is not required if three vendors are solicited and fewer than three bids or proposals are received.
Level 3 Informal Written Purchase At least \$50,000 but less than \$100,000	Solicit informal bids or proposals using SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required Alternate Procurement form required if: 1. Competition is not solicited. 2. SPO Online is not used. 3. OMB: Competition is limited.
Level 4 Formal Purchase \$100,000 and over	Must be purchased using formal sealed bids: Invitation for Bid (IFB) or Request for Proposal (RFP). Solicitations must be posted using SPO Online with appropriate state bidders list. May send to additional bidders. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement required if: 1. Competition is not solicited, or competition is limited. 2. SPO Online is not used. 3. OMB: Competition is Limited.

Alternate Procurement (Sole Source)

Competition is required for Level 2, Level 3 and Level 4 purchases. Occasionally, a fully competitive procurement process may be difficult or impossible. Factual evidence and/or documentation is needed in order to justify non-competitive purchases (i.e.: product needs to be compatible with existing equipment; or statement from the vendor that the product is covered by a patent or not sold through resellers). The State Procurement Office (SPO) reviews and approvals all alternate procurements. Please contact the office's Procurement Officer for assistance.

X. EQUIPMENT

Equipment Inventory

A purchase of equipment and other tangible property that has a useful life of one year or greater and has an initial cost of \$5,000 or greater must be reported to the OAG and tracked. The inventory should be itemized and include the following for each piece of equipment:

- A. Equipment description
- B. Brand name
- C. Model numbers
- D. Serial numbers
- E. Unit cost
- F. Purchase date

Ownership of Equipment

Subrecipients and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subrecipient and implementing agency and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subrecipient must contact the OAG for disposition instructions.

XI. DRUG FREE WORKPLACE REQUIREMENTS

The subrecipient certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The subrecipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Requiring that each employee engaged in the performance of the drug grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required in paragraph (A) that, as a condition of employment under the grant, the employees will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Taking one of the following actions within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

XII. LOBBYING

The Subrecipient hereby certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. CIVIL RIGHTS

The following compliance with DOJ regulations pertaining to civil rights and nondiscrimination - is required:

A. The subrecipient at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

B. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

C. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

D. The subrecipient and implementing agency must comply with:

- **Title VI of the Civil Rights Act (Title VI) of 1964**, as amended, 42 U.S.C. § 2000d, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpts. C & D (prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits);
- **Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968**, as amended, 34 U.S.C. §§ 10228(c) & 10221(a), and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion) & E (requiring certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEO Plan));
- **Section 504 of the Rehabilitation Act (Section 504) of 1973**, as amended, 29 U.S.C. § 794, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. G (prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits);
- **Title IX of the Education Amendments (Title IX) of 1972**, as amended, 20 U.S.C. § 1681, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpt. D & pt. 54 (prohibiting

discrimination in federally assisted education programs based on sex both in employment and in the delivery of services or benefits);

- **Title II of the Americans with Disabilities Act of 1990**, as amended, 42 U.S.C. § 12132, and the implementing regulation at 28 C.F.R. § 35.171(a)(1)(i), (3)(i) (prohibiting discrimination based on disability both in employment and in the delivery of services or benefits);
- **Age Discrimination Act (Age Act) of 1975**, as amended, 42 U.S.C. § 6102, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. I (prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits);
- **Executive Order 13,559**, amending Executive Order 13,279, and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 (prohibiting discrimination in federally assisted social service programs based on religion in the delivery of services or benefits).

E. The subrecipient and implementing agency agree that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to the Federal Office for Civil Rights (OCR), DOJ and the OAG.

F. Subrecipients must have procedures in place for responding to complaints of discrimination involving services or employment practices. In addition, the OAG's policy and the federal Office of Civil Rights online training must be reviewed annually. Links to policy and training are found at: <https://attorneygeneral.nd.gov/criminal-justice-resources/grants/>

XIV. EQUAL EMPLOYMENT OPPORTUNITY

The subrecipient will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights (OCR) and the OAG, if required to submit one; otherwise, it will provide a certification to the OCR and the OAG that it has a current EEOP on file, if required to maintain one. No EEOP is required for subrecipient agencies receiving less than \$25,000, or with less than 50 employees, regardless of the amount of the award; however they are required to file a Certificate of Exemption electronically.

Please visit <https://ojp.gov/about/ocr/eeop.htm> for information about civil rights obligations of subrecipients and assistance with an EEOP. The site also offers an EEO Reporter Tool through which subrecipients can obtain additional information and prepare and submit their EEOP documents electronically.

Subrecipients may use the chart below to assist in determine their EEOP requirements.

If	Then	Does the recipient need to submit a Certification Form to OCR?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP Utilization Report to OCR?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit		YES	NO	NO
Largest individual grant received is less than \$25,000		YES	NO	NO
Recipient has less than 50 employees		YES	NO	NO
None of the above		YES	YES	YES

XV. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, the federal Debarment and Suspension, and implemented at CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 requires:

A. The subrecipient certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

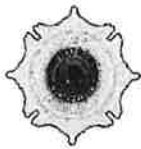
XVI. AMERICANS WITH DISABILITIES ACT (ADA)

The subrecipient assures that, in connection with the furnishing of services under this contract, it will comply, and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

XVII. OTHER APPLICABLE LAWS AND REGULATIONS

The subrecipient and implementing agency shall abide by all other federal or state laws and regulations as may be applicable to the project and stipulated in the financial guides issued by the OJP and the OAG. The Federal Special Conditions are included with your award documents for your reference.

The DOJ Federal Financial Guide can be located at: <https://ojp.gov/financialguide/doj/index.htm>



CERTIFIED CONDITIONS
Project Safe Neighborhoods (PSN) Grant Program
OFFICE OF ATTORNEY GENERAL

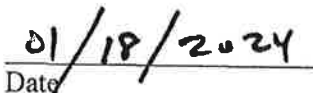
I certify that the project proposed in this application meets all the requirements of the Project Safe Neighborhoods (PSN) Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the subrecipient will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above certified conditions and agrees that the applicable conditions above will be followed.

Signature of Authorized Official

Date



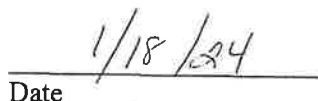
Signature of Project Director



Date



Signature of Fiscal Officer



Date

Please make a copy for your records and return the original with the other required award and acceptance documents to the Office of Attorney General, Grants Management section.

(27)

January 22, 2024

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

Re: RFP23214

Commissioners:

On October 30, 2023, the Fargo City Commission approved awarding a contract to GMV Syncromatics Corporation for the purchase of fixed route transit automatic vehicle location/automatic vehicle announcements (AVL/AVA) dispatching software and hardware. The City of Fargo Transit Department respectfully requests approval of the attached contract between GMV Syncromatics Corporation and the City of Fargo.

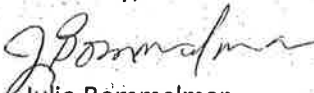
The State of North Dakota (ND) issued a Request for Proposal (RFP) for fixed route and paratransit scheduling and dispatch software: State RFP # 110.7-22-069. The RFP was competitively bid with the objective of awarding contracts to multiple vendors for both fixed route and paratransit products and allow Transit agencies to select vendors best suited to each agency's individual and unique needs. City of Fargo staff participated throughout the process including evaluation of proposals and award recommendations. A list of qualified vendors was developed for fixed route and paratransit products and the State of ND awarded contracts to the following vendors: Ecolane, GMV, HBSSCC, Kevadiya, Pantonium, Passio, Shah Technologies, Stratagen Systems, Trip Masters, Trip Spark and Via Mobility.

The City of Fargo staff chose Ecolane, GMV, Passio, Trip Master and Via to further demonstrate their products and submit price proposals for consideration. Following extensive review and discussion, evaluating staff made the award recommendation to GMV Syncromatics Corporation, as being qualified and within the approved budget. Please note, federal grant funds will cover 80% of the cost, with the remaining 20% included in the Transit Department's approved budget.

Requested motion: Approve the attached contract for fixed route transit AVL/AVA software and hardware between GMV Syncromatics Corporation (RFP 23214) and the City of Fargo.

Thank you.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

/attachment

**Attachment 6 – CONTRACTOR WORK ORDER REQUEST (WOR)
State Contract # 283**

Participating Entity Name City of Fargo	Work Order Request Number RFP23214	Issue Date December 27, 2023	
Name of Participating Entity Contact Julie Bommelman	E-mail Address jbommelman@fargond.gov	Telephone Number 701.476.6737	
Address 650 23 rd St N	City Fargo	State ND	Zip Code 58102

Reference: In accordance with the terms and conditions of the State Contract noted above between STATE and CONTRACTOR, this Work Order Request authorizes delivery of the Deliverables described in accordance with the Scope of Work, Schedule, and terms specified below.

1. Scope of Work

a. Describe Scope of Work

Purchase Automatic Vehicle Announcement/Automatic Vehicle Location fixed route bus software/hardware. The original proposal was solicited by the State of North Dakota and participating agencies can buy off the awarded contracts with a variety of vendors who were awarded the contracts. The City of Fargo chose to purchase the product offered by GMV Synchronatics Corporation.

b. Budget Available (if applicable)
N/A

2. Staffing Requirement (if applicable)

Job Class/Skill Set	Number of Staff
N/A	

3. Agreement Type <input checked="" type="checkbox"/> Fixed Cost	4. Project Start Date Jan 22, 2024	5. Project End Date Dec 31, 2024
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6. Schedule of Deliverables

Deliverable	Start Date	Completion Date
Project Kick Off Meeting	2/5/24	2/9/24
Planning	2/5/24	4/19/24
Application Configuration	2/5/24	4/19/24
Reports	4/19/24	5/30/24
Data Conversion	2/5/24	4/19/24
Data Migration (if applicable)	2/5/24	4/19/24

Interfaces	2/5/24	4/19/24
Installation	4/22/24	5/20/24
System Setup/Configuration	2/5/24	4/19/24
Testing	5/21/24	6/5/24
Training	2/5/24	6/5/24
System Documentation	2/5/24	4/19/24
Implementation	2/5/24	6/5/24
Final Acceptance	6/21/24	6/21/24

7. Location of Work City of Fargo Metro Transit Garage, 650 23 rd St N, Fargo, ND 58102	
8. Participating Entity Project Manager Cole Swingen and Jordan Smith	9. Contractor Project Proposal Due Date
10. Time and Status Reporting Systems to be Utilized by the Contractor (Mark all that apply) <input checked="" type="checkbox"/> Daily Accountability <input checked="" type="checkbox"/> Weekly Status Reports <input checked="" type="checkbox"/> Monthly Reports <input type="checkbox"/> Other – Describe below:	
<p>Execution: The parties through their authorized agents have executed this Work Order Request and attached Contractor Project Proposal under terms of the above-mentioned Master Contract, subject to amendments in this Work Order, for the project price and on the dates set out below.</p> <p>To the extent that there is any inconsistency between this Work Order Request and Master Contract # TBD, the Master Contract shall control.</p> <p>The total dollar contractual amount specified below for this Work Order and attached Project Proposal shall not be exceeded unless a written amendment is appended to this Work Order, duly executed by the authorized representative of the parties.</p>	

Total Contractual Amount

 Not to Exceed
 \$978,515.00

All notices or other communications required under exhibit B of the Technology contract must be provided to the following:

STATE – PARTICIPATING ENTITY	CONTRACTOR
Name: Sowmya Karumanchi	Name: Peli Barrenechea
Title: IT Procurement Officer	Title: Chief Operating Officer
Address: 600 East Boulevard Avenue	Address: 700 S Flower Street, Suite 470
City, State, Zip: Bismarck, ND 58505	City, State, Zip: Los Angeles, CA 90017
Phone:	Phone
Email: skarumanchi@nd.gov	Email: pbarrenechea@gmv.com ; sales-na@gmv.com

Participating Entity	Contractor
Participating Entity Name: City of Fargo, Transit	Contractor Name GMV Synchronomatics Corp
Signature	Signature 
Printed Name: Julie Bommelman	Printed Name Seth Larson
Title: Transit Director	Title CFD