

FARGO CITY COMMISSION AGENDA
Monday, June 10, 2024 – 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 28, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for the YWCA childcare project to the ND Opportunity Fund Consortium.
- 2. Receive and file the Summons and Complaint relating to U.S. Bank National Association v. Lori Jill Eveland, et al.
- 3. Receive and file the Summons and Complaint relating to Michelle Kommer and HighRoad Partners, LLC v. City of Fargo.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 20-0401 of Article 20-04 of Chapter 20 of the Fargo Municipal Code (Land Development Code) Relating to Use Regulations; 1st reading, 5/28/24.
- 5. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 25-1509.1 (D) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 5/28/24.
- 6. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 25-1506 (CC) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 5/28/24.
- 7. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 25-1501 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 5/28/24.
- 8. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 25-1503 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 5/28/24.
- 9. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 25-1509 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 5/28/24.
- 10. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code Relating to Public and Sanitary Nuisances; 1st reading, 5/28/24.

11. Site Authorizations for Games of Chance:
 - a. Arc Upper Valley at CJ's Tavern.
 - b. Arc Upper Valley at Suite Shots.
 - c. Fargo Post 2 Baseball Club at El Zagal.
 - d. Fargo Post 2 Baseball Club at Herds and Horns.
 - e. Horse Race North Dakota at Chub's Pub.
 - f. Horse Race North Dakota at Edgewood Tavern.
 - g. Horse Race North Dakota at Labby's Bar & Grill.
 - h. Horse Race North Dakota at Sickies Garage.
 - i. Horse Race North Dakota at Sidestreet Grille & Pub.
 - j. Horse Race North Dakota at The Old Broadway.
 - k. North Dakota Horse Race Foundation at The Boiler Room.
 - l. Northern Prairie Performing Arts at 701 Eateries.
 - m. Roy Chandler Post 762 at VFW Club.
 - n. Special Olympics North Dakota at Rooters Bar.
 - o. Team Makers Club, Inc. at Fargo Dome.
 - p. West Fargo Baseball, Inc. at Puerto Vallarta Bar and Grill.
12. Applications for Games of Chance:
 - a. Easton Hoffman Benefit for a raffle 7/17/24; Public Spirited Resolution.
 - b. Steve Weidner FM Junior Tour for a calendar raffle 7/1/24-6/30/25.
 - c. Veterans Honor Flight of ND/MN for a raffle every Monday from 7/1/24-6/30/25 and 10/7/24.
 - d. Villa Nazareth dba CHI Friendship for a raffle 10/11/24.
13. First Amendment to Agreement with Passport Labs, Inc. for citation management and parking services until 12/31/24.
14. Farm Lease (Oak Grove) with Chad Johnson and Kyle Johnson for 5636, 5638, 6054 and 6056 Veterans Boulevard South.
15. Site Amenities and Project Plan - Interstate Business District Addition Amendment No. 1 and Amendment to Developer Agreements with Storage Kings ND, LLC and ARD Properties, LLC.
16. Amendment No. 2 in the amount of \$86,000.00 with Houston Engineering Inc. for Project No. NR-24-B0.
17. Change Order No. 1 in the amount of \$0.00 for Project No. SN-23-B1.
18. Bid award to Key Contracting, Inc. in the amount of \$44,500.00 for Project No. UR-24-H1.
19. Contract and Bond for Project No. UR-24-G1.
20. Memorandum of Offer to Landowner for Permanent Easement (Street and Utility) with Wells Fargo Bank, N.A. (Improvement District No. BR-23-G2).
21. Change Order No. 1 in the amount of \$33,043.34 and 20-calendar day time extension to Phases 1A and 1B for Improvement District No. BR-24-B1.
22. No protests received and declared insufficient for Improvement District No. AN-24-B.
23. Create Improvement District No. BN-24-C (New Paving and Utility Construction).

24. Contract and bond for Improvement District No. AN-24-A1.
25. Contract and bond for Improvement District No. BR-24-F1.
26. Contract and bond for Improvement District No. BR-24-G1.
27. Contract and bond for Improvement District No. NR-23-C5.
28. Contract and bond for Improvement District No. NR-23-C6.
29. Contract and bond for Improvement District No. PN-24-A1.
30. Contract and bond for Improvement District No. PR-24-A1.
31. Amendment No. 1 to the Engineer Agreement with KLJ Engineering LLC in the amount of \$16,840.00 for Fire Station No. 5 renovations (RFP24010).
32. Set June 24, 2024 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building located at 909 4th Street North.
33. Set June 24, 2024 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building located at 1449 4th Avenue South.
34. Update to the Electronic Communications Policy No. 200-016.
35. Termination of Consent Party Rights of the City of Fargo – Golden Valley Third Addition.
36. Extension of Household Hazardous Waste Services Agreements with Clean Harbors Environmental Service, Inc. and Recycle Technologies, Inc. effective 6/1/24-5/31/27.
37. Bid advertisement for Project No. WA2404 (Lime Softening WTP Pretreatment Bypass).
38. Amendment No. 1 to Engineer Agreement with Apex Engineering Group, Inc. in the amount of \$48,885.00 for Project No. WA2055.
39. Bills.

REGULAR AGENDA:

40. Recommendation to appoint Jennifer Faul to the position of Director of Fargo Cass Public Health.
41. Applications for Abatement or Refund of Taxes #4560 and #4561 for property located at 1019 4th Avenue South requesting a reduction in value from \$156,800.00 to \$99,500.00 for 2022 and a reduction in value from \$167,800.00 to \$99,500.00 for 2023; staff is recommending a reduction in values to \$99,500.00 for both 2022 and 2023.

PUBLIC HEARINGS - 5:15 pm:

42. **PUBLIC HEARING** – CONTINUE to 6/24/24 - Hearing to consider a Renewal Plan and Developer Agreement with JS2L Partners, LLP for the Tax Increment Financing District No. 2024-01 (600 block of 4th Street North).

43. **PUBLIC HEARING** – Application filed by Precision Dental Laboratories, Inc. for property tax exemption to be located at 1841 Sheyenne Loop North which the applicant will use primarily for light manufacturing purposes.
44. **PUBLIC HEARING** – Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) 2024 Action Plan, Proposed Amendments to the 2023 HUD Action Plan, Proposed Amendments to the 2020-2024 HUD Consolidated Plan and Proposed Amendments to the Citizen Participation Plan.
45. Recommendation for approval of the items from the FAHR Staff meeting:
 - a. Receive and File - Sales Tax Update.
 - b. Budget Adjustment in the amount of \$80,325.00 for the purchase of a truck and equipment from the street lighting and traffic control device utility.
 - c. Extension of the 2023-2024 Highway Deicing Salt contract with Compass Minerals America Inc. for the 2024-2025 snow season at a price of \$120.69 per ton (RFP22068).
 - d. Accept the NDDDES Public Assistance Grant Program Subgrant Agreement for FEMA-4760-DR under CFDA 97.036 for the December 2023 Ice Storm Cost Recovery.
 - e. Workforce Development Partnership Agreement with the University of Mary.
46. Construction Update.
47. Request from the State of Wisconsin for Fargo PD personnel assistance.
48. Presentation on dangerous driving and loud muffler issues.
49. Recommendation to reduce the speed limit on 52nd Avenue South from I-29 to the Sheyenne River from 45 mph to 40 mph effective June 18, 2024.
50. Recommendation to direct the Assistant City Administrator to report back to the City Commission in two weeks with a summary of policy and Ordinance recommendations to manage encampments on public property to align with the Housing First philosophy.
51. Liaison Commissioner Assignment Updates.
52. **RESIDENT COMMENTS (Fargo residents or business owners will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents or business owners in Fargo who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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

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



City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: June 5, 2024

SUBJECT: Letter of Support for Childcare Facility

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

The fund provides loans and investments to small businesses and non-profit organizations that create jobs. In order for an organization to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support.

The YWCA is building a new childcare facility in Fargo at 5107 30th Avenue South. The building will provide more availability to childcare and provide an additional 40 jobs. The YWCA has requested a letter of support from the City of Fargo.

Recommended Motion

Provide a letter of support to the NDOF Consortium for the YWCA childcare project to provide match of the Bank of ND interest buy down program.

CITY ATTORNEY
Nancy J. Morris

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

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June 6, 2024

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

RE: U.S. Bank National Association v. Lori Jill Eveland, et al.

Dear Mayor and Commissioners,

Please find attached for receive and file a Summons and Complaint relating to the U.S. Bank National Association v. Lori Jill Eveland, et al. The city of Fargo is named as a defendant due to the recording of a notice of unsafe structure.

SUGGESTED MOTION: I move to receive and file the Summons and Complaint relating to the U.S. Bank National Association v. Lori Jill Eveland, et al.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Nancy J. Morris

NJM/lmw

Enclosures

**IN THE STATE OF NORTH DAKOTA, COUNTY OF CASS
IN THE DISTRICT COURT, EAST CENTRAL JUDICIAL DISTRICT**

<p>U.S. Bank National Association,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Lori Jill Eveland a/k/a Lori J. Eveland and A.A.A. Collections, Inc. and Midland Funding LLC and Portfolio Recovery Associates, L.L.C. and Midcontinent Communications, a South Dakota partnership and State of North Dakota and City of Fargo, North Dakota, a Municipal Corporation, and any person in possession,</p> <p style="text-align: center;">Defendants.</p>	<p>AMENDED SUMMONS</p> <p>CIVIL NUMBER: 09-2024-CV-01097</p>
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THE STATE OF NORTH DAKOTA TO THE ABOVE-NAMED DEFENDANTS:

1. To the above-mentioned Defendants including all persons unknown, claiming any estate or interest in, or lien or encumbrance upon, the real estate described in the complaint.
2. You are hereby summoned and required to appear and defend against the Complaint in this action, which is herewith served upon you, by serving upon the undersigned a copy of an Answer or other proper response within twenty-one (21) days after the service of this Summons upon you, exclusive of the day of service.
3. If you fail to do so, Judgment by default will be taken against you for the relief demanded in the Complaint.
4. This Summons and Complaint will be filed with the Clerk of this Court.
5. This action relates to the foreclosure of a mortgage upon the following described real property in the County of Cass, State of North Dakota:

West 36 point 6 feet of South 110 feet of Lot 2 Block 1 of Case, Peake & Halls Addition,

City of Fargo, County of Cass, State of North Dakota.

NOW DESCRIBED AS FOLLOWS IN ACCORDANCE WITH THAT AFFIDAVIT OF CORRECTION RECORDED ON MAY 13, 2020, AS DOCUMENT NO. 1590338, RECORDS OF CASS COUNTY, NORTH DAKOTA:

The West 36.6 feet of the South 110 feet of Lot 2, in Block 1, of Case, Peake & Hall's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Property Address: 1449 4th Street S, a/k/a 1449 4th Avenue S, Fargo, ND 58103

6. The Plaintiff is not seeking a personal judgment against the above-named

Defendants.

Dated this 14th day of May 2024

/s/ Tyler S. Wirick
Tyler S. Wirick
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Tel: 801-355-2886
Email: tylerw@hwmlawfirm.com
Bar Number: 10014
HWM: ND10289

**IN THE STATE OF NORTH DAKOTA, COUNTY OF CASS
IN THE DISTRICT COURT, EAST CENTRAL JUDICIAL DISTRICT**

U.S. Bank National Association,

Plaintiff,

v.

Lori Jill Eveland a/k/a Lori J. Eveland and
A.A.A. Collections, Inc. and Midland
Funding LLC and Portfolio Recovery
Associates, L.L.C. and Midcontinent
Communications, a South Dakota
partnership and State of North Dakota and
City of Fargo, North Dakota, a Municipal
Corporation, and any person in possession,

Defendants.

**AMENDED COMPLAINT FOR
JUDICIAL FORECLOSURE**

CIVIL NUMBER: 09-2024-CV-01097

1. Plaintiff, by and through its attorney of record, Tyler S. Wirick of Halliday, Watkins & Mann, P.C., files this Amended Complaint for Judicial Foreclosure and alleges as follows:

2. On or about July 28, 2009, Defendant, Lori Jill Eveland executed and delivered to U.S. Bank National Association ND, a promissory note in the original principal amount of \$76,000.00 (the "Note"). A copy of the Note is attached as Exhibit "A" and made a part hereof.

3. To secure payment of the Note, Defendant, Lori Jill Eveland, as the mortgagor, executed and delivered to U.S. Bank National Association ND, as the mortgagee, a mortgage bearing the same date as the Note (the "Mortgage") encumbering real property situated in Cass County, North Dakota (the "Property"). The Property has an address of 1449 4th Street S, a/k/a 1449 4th Avenue S, Fargo, ND 58103, and is more particularly described as follows:

West 36 point 6 feet of South 110 feet of Lot 2 Block 1 of Case, Peake & Halls Addition, City of Fargo, County of Cass, State of North Dakota.

NOW DESCRIBED AS FOLLOWS IN ACCORDANCE WITH THAT AFFIDAVIT OF CORRECTION RECORDED ON MAY 13, 2020, AS DOCUMENT NO. 1590338, RECORDS

OF CASS COUNTY, NORTH DAKOTA:

The West 36.6 feet of the South 110 feet of Lot 2, in Block 1, of Case, Peake & Hall's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

4. Plaintiff is the current holder of the Note and beneficial interest under the Mortgage. The Mortgage and any assignments and/or modifications were filed/recorded in the Office of the County Clerk/Recorder of Cass County, North Dakota as follows: Mortgage recorded on August 25, 2009, as Instrument No. 1274462. A copy of the Mortgage and any assignments and/or modifications referenced above are attached as Exhibit "B" and made a part hereof.

5. A copy of the title report (including any updates) relied upon and used in the preparation of this complaint is attached hereto as Exhibit "C" and made a part thereof. The estates, liens, encumbrances and other claims or interests of Defendants include, but are not limited to, those disclosed by said report.

6. The Note and Mortgage, among other things, require the mortgagor to pay monthly payments of principal and interest, property taxes and assessments, insurance premiums and late charges. The Note and Mortgage also contain a power of sale, the right to accelerate the amounts secured by the Note and Mortgage and the right to foreclose on the Property after default, and for the collection of all amounts owing and/or advanced under the Note and Mortgage as well as the costs and expenses of foreclosure and any sums reasonably expended by Plaintiff for the protection and preservation of the Property not otherwise prohibited by the laws of North Dakota.

7. The Property is not agricultural land, so the redemption period is 60 days from the date of the sheriff's sale.

8. Defendant, Lori Jill Eveland has failed to remit one or more monthly payments required by the Note and Mortgage and are in default thereunder.

9. The notice before foreclosure as required by N.D.C.C. §32-19-20 was served upon the title owner of record of the Property, Defendant, Lori J. Eveland a/k/a Lori Jill Eveland, on December 1, 2023. A copy of the notice and return of service are attached as Exhibit “D” and made a part hereof.

10. Plaintiff has elected to accelerate the payments due under the Note and Mortgage and does hereby declare the entire unpaid principal balance and interest, as well as any advances for real estate taxes, assessments and insurance premiums, late charges and other charges, costs and expenses to be immediately due and payable as follows:

Principal	\$64,563.56
Interest through May 07, 2024	\$9,309.19
Late Charges	\$105.45
Corporate Advance Balance	\$946.26
Attorney Fees & Costs	\$1,246.86
Grand Total	\$76,171.32

11. There is also due interest accruing hereafter on the unpaid principal balance until paid at the rate of \$7.96 per day, plus any additional advances, charges, costs, and expenses incurred through the date of the sheriff’s sale of the Property.

12. No other proceedings at law or otherwise for recovery of the debt secured by the Note and Mortgage are pending.

13. No personal claim is made against any Defendant except for attorney’s fees and other costs incurred by Plaintiff as a result of that Defendants' unreasonable defense of this action,

but only to the extent permitted by the laws of North Dakota.

14. The Property is one parcel and/or a contiguous tract of land and therefore should be sold as one parcel.

15. Any and all claims, liens and interests of Defendants with respect to the Property are junior, inferior and subordinate to the lien of Plaintiff's Mortgage.

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court grant a foreclosure judgment for the amounts owing under the Note and Mortgage in the sum of \$76,171.32, plus accruing interest through the date of the sheriff's sale of the Property at the rate of \$7.96 per day.

2. That the judgment amount be further augmented through the date of the sale of the Property by the amount of any additional advances for unpaid property taxes, assessments and insurance premiums, or otherwise advanced for the protection and preservation of the Property, and by the amount of all other charges, costs and expenses incurred by the Plaintiff, plus interest thereon.

3. That Plaintiff's Mortgage is a valid and lawful mortgage lien against the Property, that the estates, liens, encumbrances and other claims or interests of Defendants in and to the Property, and of all persons claiming by, from, through or under the Defendants, are junior, inferior and subordinate to the lien of Plaintiff's Mortgage, and that Plaintiff's Mortgage is in all respects superior and paramount thereto.

4. That a sale of the Property shall be scheduled and held by the Sheriff of Cass County, North Dakota, or by his deputy, and the Property sold at said sale to satisfy the sums owing to Plaintiff, after which the Sheriff shall issue his certificate of sale to the purchaser at the sale and

deliver a sheriff's deed to the purchaser upon the expiration or waiving of the redemption period, all in accordance with the laws of North Dakota.

5. That the Property is one parcel and/or a contiguous tract of land and therefore should be sold as one parcel.

6. That Defendants or their successors shall have a 60-day redemption right in accordance with N.D.C.C. §32-19-18.

7. That following the sale of the Property, the Sheriff shall retain his fees and costs from the sale proceeds, pay to Plaintiff's attorney the remaining proceeds sufficient to pay Plaintiff's judgment amount, as augmented by accruing interest and other amounts as allowed herein, and then deposit any surplus sale proceeds along with his report of the foreclosure proceedings with the Clerk of the Court, all in accordance with the laws of North Dakota.

8. That Plaintiff is not entitled to a deficiency judgment.

9. That possession of the Property shall be delivered to the purchaser(s) after the expiration of the redemption period.

10. That this judgment and decree shall be binding upon Defendants and each person claiming by, from, through or under them after the commencement of this action, upon all interests not appearing of record in the proper office at the time of the commencement of this action, and upon all persons holding an unrecorded conveyance or lien not appearing of record in the proper office at the time of commencement of this action, whether a party to this action or not, in accordance with N.D.C.C. §32-19-09 and §§32-19-39 & 40.

Dated this 24th day of April, 2024

/s/ Tyler S. Wirick
Tyler S. Wirick
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Tel: 801-355-2886
Email: tylerw@hwmlawfirm.com
Bar Number: 10014
HWM: ND10289

**OFFICE OF THE
CITY ATTORNEY**

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CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

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June 6, 2024

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

RE: Michelle Kommer and HighRoad Partners, LLC v. City of Fargo

Dear Mayor and Commissioners,

Please find attached for receive and file a Summons and Complaint relating to the Michelle Kommer and HighRoad Partners, LLC v. City of Fargo litigation matter. The matter has been presented to the North Dakota Insurance Reserve fund for defense.

SUGGESTED MOTION: I move to receive and file the Summons and Complaint relating to the Michelle Kommer and HighRoad Partners, LLC v. City of Fargo litigation matter.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Nancy J. Morris

NJM/lmw

Enclosures

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

Michelle Kommer and HighRoad
Partners, LLC,

Plaintiffs,

v.

City of Fargo,

Defendant.

Civil No. _____

SUMMONS

STATE OF NORTH DAKOTA TO THE ABOVE-NAMED DEFENDANT:

[[1] YOU ARE HEREBY SUMMONED and required to appear and defend against the Complaint in this action, which is hereby served upon you, by serving upon the undersigned an answer or other proper response within twenty-one (21) days after the service of this Summons and Complaint upon you, exclusive of the day of service.

[[2] If you fail to do so, Judgment by Default will be taken against you for the relief demanded in the Complaint.

Dated this 20th day of May, 2024.

/s/ Michael L. Gust

Michael L. Gust (ND #06468)
Joseph D. Hackman (ND #09255)
ABST Law, P.C.
4132 30th Avenue South, Suite 100
P.O. Box 10247
Fargo, North Dakota 58106-0247
(701) 235-3300
mgust@abstlaw.net
jhackman@abstlaw.net
Attorneys for Plaintiffs

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

Michelle Kommer and HighRoad
Partners, LLC,

Plaintiffs,

v.

City of Fargo,

Defendant.

Civil No. _____

COMPLAINT

[¶1] COMES NOW, the Plaintiffs, Michelle Kommer and HighRoad Partners, LLC, by and through their attorney, Michael L. Gust of ABST Law, Fargo, North Dakota, as and for their cause of action against Defendant City of Fargo, hereby state and allege as follows:

[¶2] This Court has subject matter and personal jurisdiction over the parties hereto.

[¶3] Plaintiff Michelle Kommer ("Kommer") is a resident of Cass County, ND with her principal place of residence located at 211 NP Avenue North, Fargo, ND 58102.

[¶4] Plaintiff HighRoad Partners, LLC ("HighRoad") is a North Dakota limited liability company, with a principal office located at 209 NP Avenue North, Fargo, ND 58102.

[¶5] Defendant City of Fargo (the "City"), upon information and belief, is a North Dakota municipal corporation with a principal office located at 225 Fourth Street North, Fargo, ND 58102.

[¶6] Upon information and belief, the City has faced multiple issues with water main breaks within its limits in the last decade, with several breaks occurring within the

downtown area of the City. For example, as recently as 2021, a large water main break occurred in the 300 block of NP Avenue.

[¶7] Kommer and HighRoad share certain real property in the City of Fargo, located at 209 NP Avenue North (the “Property”). The main floor of the building is used for commercial purposes and occupied by HighRoad; Kommer lives in a residential dwelling upstairs (211 NP Avenue North). The basement of the building is primarily used for storage of Kommer’s personal property, business property of HighRoad, and various utilities such as the building’s boilers, water heater, and elevator equipment.

[¶8] On or about February 7, 2023, an employee of HighRoad arrived at the Property and noticed several City of Fargo workers and equipment in the road directly south of the storefront.

[¶9] Upon information and belief, the workers were attempting to fix an issue with a broken water main near the Property.

[¶10] Upon entering the premises, the employee heard strange noises coming from the basement. Upon opening the door to the basement of the Property, the employee found that the basement had filled with hundreds, if not thousands, of gallons of water and water continued to enter the building with significant force.

[¶11] After realizing the Property was filling with water, the employee immediately exited the storefront and demanded City workers who were present outside to stop the water in order to give Kommer and HighRoad a chance to prevent further damage to the Property.

[¶12] Shortly thereafter, Kommer was notified of the water in the basement of the Property.

[¶13] Shortly after she was notified, Kommer communicated with the City's Public Works Crew Leader, Cordell Roemmich. Roemmich informed Kommer that the damage from the break would be covered by the City's insurance and provided Kommer with the name and phone number of the individual to contact to begin that process.

[¶14] Specifically, Roemmich informed Kommer that he was "sorry" and that "this is a water main break and it will be covered by the City's insurance."

[¶15] After the City had initially stopped the water, the Fargo Fire Department responded to address environmental hazards and begin water removal efforts. Kommer later contacted two restoration companies to begin removing water from the Property, due to the volume of water and the accumulation of sediment.

[¶16] While restoration efforts were ongoing, and despite knowledge of water in the Property's basement, the City purposefully and knowingly alternated between turning the water on and off to find the break. Each time the City turned the water back on, water rushed into the Property. The City was notified of these issues. Despite this knowledge, the City did not provide Plaintiffs with any opportunity to diminish the damage to their property prior to continuing with its work.

[¶17] The City continued to pump water into the Property throughout the day in an attempt to locate the break, after attempts to locate the break via digging holes had failed. Despite Kommer's best attempts to remove water to limit the damage through the rising water level, damage to her building and personal property in fact occurred.

[¶18] Had the City waited until the water level was reduced through various water removal methods, much of the damage sustained by Kommer and HighRoad could have been avoided. Alternatively, the City could have worked with Kommer so that she could

have taken steps to try to remove as much water as possible at the same time the City was pumping it in.

[¶19] All told, the high-water mark in the basement shows between 46-50 inches of standing water were, at one point, in the Property's basement. Additionally, about a foot of mucky clay had settled on the floor of the basement.

[¶20] The Property's boilers, water heater, and elevator were all rendered inoperable as a result of water damage. Upon information and belief, the boilers could have been saved with only two less inches of water, and the elevator could have survived up to one foot of standing water. Moreover, following cleanup, the building's main drainage pipe had to be rerouted as it became irreparably clogged from sediment that had settled in the original drain pipe.

[¶21] In addition to the damages suffered to the Property, Kommer lost countless belongings, including a newly assembled gym inclusive of new flooring, several exercise machines, free weights and a Universal system; building supplies; brand new office furniture awaiting assembly; seasonal decorations, suitcases, shelving and storage items, furniture and decor awaiting relocation to Kommer's soon-to-be married daughter's new home as well as the couple's engagement gifts, and countless irreplaceable mementos, including family photos, and the totality of memorabilia from her three daughters' childhoods, which were being stored in the Property's basement.

[¶22] Based upon the representations of the City's agent, Roemmich, Kommer stood by helplessly watching her basement be filled with water after being told the City had insurance for this type of situation. Despite Roemmich's affirmative statements and

representations, after cleaning up the Property, the City's insurance denied Kommer's and HighRoad's claims related to the water damage.

[¶23] As a result of the City's actions, Kommer and HighRoad have been damaged in an amount to be proven at trial.

COUNT I
NEGLIGENCE

[¶24] Plaintiffs incorporate the foregoing paragraphs by reference.

[¶25] To succeed in a negligence claim, the plaintiff must prove that the defendant owed a duty to the plaintiff, the defendant breached that duty, and the plaintiff has suffered an injury that was proximately caused by the defendant's negligence.

[¶26] By virtue of the foregoing, the City had a duty to refrain from knowingly and purposefully damaging the Property.

[¶27] The City breached that duty through its wrongful acts or omissions by allowing water to enter the Property, despite information from Plaintiffs that water was continuing to enter the basement. The City further failed to inquire with Plaintiffs as to whether water was entering the Property, and acted negligently in failing to turn off the water once the City became aware of the issue with the Property.

[¶28] Additionally, the City acted negligently in continuing to turn the water main on and off, knowingly and purposefully permitting additional water to enter the Property.

[¶29] Plaintiff's damages were proximately caused by the City's negligent actions. But for the City's negligence, Plaintiffs would not have suffered injury through damage to the Property, as the water could have been removed with the water main turned off.

[¶30] As a result of the City's negligence, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT II
TRESPASS

[¶31] Plaintiffs incorporate the foregoing paragraphs by reference.

[¶32] To recover under a theory of trespass, the plaintiff must prove the defendant intentionally entered the land of another, or caused a thing or third person to do so, without the consent of the landowner.

[¶33] Defendant intentionally, or by affirmative voluntary act, permitted a thing—namely several thousand gallons of water which it was in control of—to enter Plaintiff's Property.

[¶34] Specifically, upon becoming aware of water in the Property, the City took unreasonable time to turn off the water main. Furthermore, by turning the water main on and off, the City caused additional water to enter the Property after it was notified of the same.

[¶35] Said entrance of water into the Property was without the consent of Plaintiffs, and the City had no authority to cause the water to enter the Property.

[¶36] By virtue of the foregoing, Defendant has committed trespass upon the Property of Plaintiffs.

[¶37] As a result, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT III
INVERSE CONDEMNATION

[¶38] Plaintiffs incorporate the foregoing paragraphs by reference.

[¶39] Under the North Dakota Constitution, inverse condemnation requires a public entity's taking or damaging an owner's property by some deliberate act, whether done intentionally, negligently, or innocently.

[¶40] By permitting and continuing to permit water to enter the Property, the City damaged the Property by a deliberate act; said deliberate act was for a public use, namely the City's work to repair a water main break.

[¶41] Specifically, the City's act of failing to initially turn off the water main, followed by turning the water main on and off to locate the source of the leak, was intentional.

[¶42] Alternatively, the City acted negligently in turning the water main on and off, allowing additional water to enter the Property before Plaintiffs could take corrective action.

[¶43] By virtue of the foregoing, the City committed inverse condemnation in damaging Plaintiffs' Property, and no eminent domain proceeding was brought for the same.

[¶44] As a result of the City's inverse condemnation, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT IV
PROMISSORY ESTOPPEL

[¶45] Plaintiffs incorporate the foregoing paragraphs by reference.

[¶46] The elements of promissory estoppel include (1) a promise which the promisor should reasonably expect will cause a change of position by the promisee; (2) a substantial change in the promisee's position through action or forbearance; (3) justifiable reliance on the promise; and (4) injustice which can only be avoided by enforcing the promise.

[¶47] By virtue of the foregoing, the City, through Public Works Crew Leader Roemmich, made a promise to Plaintiffs that the City should reasonably expect to change Plaintiffs' position; namely, the promise that the damage would be covered by the City through its insurance.

[¶48] By virtue of the foregoing, Plaintiffs changed their position by undertaking to correct the damage to the Property, and in doing so justifiably relied upon the promise by the City.

[¶49] As a result of the promise made by the City, injustice has occurred through the expenses incurred by Plaintiffs which can only be avoided by enforcing the promise.

[¶50] As a result, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT V
EQUITABLE ESTOPPEL

[¶51] Plaintiffs incorporate the foregoing paragraphs by reference.

[¶52] Equitable estoppel requires a plaintiff to show: (1) conduct which amounts to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than those which the party subsequently attempts to assert; (2) the intention, or at least the expectation, that such conduct will be acted upon by, or will influence, the other party or persons; and (3) knowledge, actual or constructive, of the real facts.

[¶53] By virtue of the foregoing, the statements made by Public Works Crew Leader Roemmich—an agent of the City—amount to a false representation of material facts or, alternatively, conduct calculated to convey the impression that the facts are otherwise than those the City later asserted; namely, Roemmich communicated to Kommer that damage from the water main break would be “covered by the City’s insurance,” a statement that was false.

[¶54] By virtue of the foregoing, the City intended or expected that Kommer would act upon or otherwise be influenced by the statements regarding insurance.

¶55] By virtue of the foregoing, the City had knowledge, either actual or constructive, of the fact that Plaintiffs' damages would not be covered by the City's insurance.

¶56] As a result of the promises made by the City, Plaintiffs have been damaged in an amount to be proven at trial.

COUNT VI
DECEIT

¶57] Plaintiffs incorporate the foregoing paragraphs by reference.

¶58] Under N.D.C.C. § 9-10-02 and 9-10-03, deceit requires misrepresentation of facts, suppression of facts, misleading another, or promising without intending to perform.

¶59] By virtue of the foregoing, the City, by and through its agent Public Works Crew Leader Roemmich, asserted as fact that which was not true, without reasonable ground for believing it to be true.

¶60] Specifically, the City asserted to Plaintiffs that the damage to the Property would be covered by the City's insurance without a reasonable ground for belief that the assertion was true. Said assertion to Plaintiffs was an affirmative misrepresentation.

¶61] Plaintiffs undertook certain acts in reliance upon the assertions of the City which proximately caused damage to Plaintiffs.

¶62] As a result of the City's assertions, Plaintiff have been damaged in an amount to be proven at trial.

¶63] WHEREFORE, Plaintiffs pray for Judgment against the Defendant as follows:

1. For actual damages in a reasonable amount to be determined by the Court;
2. For an award of attorney's fees and costs as allow by law; and
3. For such other and further relief as the Court deems just and equitable.

Dated this 20th day of May, 2024.

/s/ Michael L. Gust

Michael L. Gust (ND #06468)
Joseph D. Hackman (ND #09255)
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4132 30th Avenue South, Suite 100
P.O. Box 10247
Fargo, North Dakota 58106-0247
(701) 235-3300
mgust@abstlaw.net
jhackman@abstlaw.net
Attorneys for Plaintiffs

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20-0401
OF ARTICLE 20-04 OF CHAPTER 20 OF
THE FARGO MUNICIPAL CODE (LAND DEVELOPMENT CODE)
RELATING TO USE REGULATIONS

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century Code; and

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 20-0401 of Article 20-04 of Chapter 20 of the Fargo Municipal Code (Land Development Code) is hereby amended to read as follows:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Table 20-0401
Table 20-0401

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	Residential occupancy of a structure by a group of four or more individuals that have been convicted of a felony
Group Living Restricted Residency	

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who willfully violates this ordinance is guilty of an infraction. Every person,
2 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
3 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke
4 the suspension thereof.

Section 3. Effective Date.

5 This ordinance shall be in full force and effect from and after its passage, approval, and
6 publication.

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 25-1509.1 (D) OF ARTICLE 25-15
2 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
3 RELATING TO ALCOHOLIC BEVERAGES

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

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

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

11 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
12 implement such authority by the adoption of this ordinance;

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 25-1509.1 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby
17 amended as follows:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **25-1509.1 (D). Restrictions on sale or consumption in a public place.**

- 2 A. No owner, manager or person having control of any public place shall serve, permit to
3 be served, or permit any person to drink alcoholic beverages in such place, unless such
4 place has been duly issued an on-sale or other appropriate license under this chapter.
- 5 B. No person shall mix, prepare, serve or consume alcoholic beverages in any public
6 place unless such place has been duly issued an on-sale or other appropriate license
7 under this chapter.
- 8 C. The area set aside and specifically designated on the Fargodome parking lot by North
9 Dakota State University and specifically excepted from the definition of "public place"
10 shall nonetheless conform to and abide by all of the other relevant provisions of this
11 chapter. Minors shall not be allowed to possess or consume alcoholic beverages.
12 Minors shall not be allowed in the area set aside and specifically designated unless
13 accompanied by a parent or guardian. There shall be adequate security provided, to the
14 satisfaction of the chief of police, or his designee, and North Dakota State University
15 shall allow inspection by the Fargo Police Department and any other city officials.
- 16 D. With respect to persons who are in possession of alcoholic beverages ~~contained within,
17 and may consume such beverages from, a clearly identifiable event cup and~~ who are
18 wearing a clearly identifiable wrist band, the DCP-E event space set aside and
19 specifically designated in a Class "DCP-E" license, as provided by section 25-
20 1506(CC), is specifically excepted from the definition of "public place" during the time
21 said "DCP-E" license is in effect. Except as set forth herein, all persons shall
22 nonetheless conform to and abide by all of the other relevant provisions of this chapter.
23 Minors shall not be allowed to possess or consume alcoholic beverages.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person,
firm or corporation violating an ordinance which is punishable as an infraction shall be punished
by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke
the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA



ORDINANCE NO. _____

1 AN ORDINANCE AMENDING
2 SECTION 25-1506 (CC) OF ARTICLE 25-15
3 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
4 RELATING TO ALCOHOLIC BEVERAGES

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

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

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

12 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
13 implement such authority by the adoption of this ordinance;

14 NOW, THEREFORE,

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

16 Section 1. Amendment.

17 Section 25-1506 (CC) of Article 25-15 of Chapter 25 of the Fargo Municipal Code is
18 hereby amended as follows:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **25-1506. – Licenses—Classifications.**

2 CC. Class "DCP-E" License - A Class "DCP-E" license, in the nature of a special permit,
3 shall authorize the Downtown Community Partnership, a non-profit corporation
4 established January 15, 2014, operated as a business league within the meaning of
5 Section 501(c)(6) of the Internal Revenue Code with the stated purpose of serving the
6 Fargo downtown business community, to apply for a special event "DCP-E" license, to
7 be issued by the city auditor, for an event that is open to the general public and that is
8 held on certain designated public property, private property or both public and private
9 property, including public rights of way, and in which one or more licensees that are
10 eligible to obtain a Class "E" license will be allowed to participate in the event and in
11 which certain alcoholic beverages will be lawfully allowed to be possessed and
12 consumed within the designated space, in accordance with the following:

- 13 1. Class "DCP-E" license application and approval. For each proposed Class "DCP-
14 E" license event, the Downtown Community Partnership must submit to the city
15 auditor an application on a form provided by the city. The application must
16 describe the event space including a detailed description of public streets that will
17 be closed to the traveling public, adjacent sidewalks, and designated alley ways
18 adjacent to such streets and sidewalks along with any private property included in
19 the event space. To the extent the event space includes any private property, the
20 applicant must provide the written consent by the property owner to the holding of
21 the event.
- 22 a. Licenses non-transferable.—A Class "DCP-E" license may only be issued to
23 the Downtown Community Partnership and it may not be transferred to, or
held by, a person, firm, or entity other than the licensee.
 - b. Notice of an intention to seek a Class "DCP-E" license must be submitted to
the city auditor at least 45 days in advance of the requested event. Such
notice deadline may be waived for good cause. A complete Class "DCP-E"
license application must be submitted to the city auditor in the manner of a
Class "E" license.
 - c. The notice shall provide an estimate of the number of attendees expected to
participate in the event, which estimate may be used by the police

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department to determine the number of additional police department personnel necessary to patrol the event space and surrounding area, and shall state the hours during which alcoholic beverages may be served in ~~event cups~~ vendor approved containers, including cans and plastic cups, but prohibiting bottles and other glass containers ("vendor approved containers"), ~~as described in this subsection~~, and when such beverages may be possessed or consumed within the designated event space.

- d. Downtown Community Partnership shall be eligible to receive a limited number of licenses per year, in an amount to be determined by the motion or resolution of the Board of Directors of the Downtown Community Partnership, presented with the application.
- e. The city auditor is authorized to issue the Class "DCP-E" license without notice or hearing and the provisions of section 25-1508 shall not be applicable to the issuance thereof.
- f. Effective times and dates of license.—A Class "DCP-E" license shall be effective for the period or periods of time as approved by the city auditor and as stated on the license. Said license may be structured by the city auditor such that a DCP-E permitted event may run during certain limited time periods on certain specified consecutive days. In no event shall a Class "DCP-E" license be granted allowing alcoholic beverage open containers or the consumption of alcoholic beverages in a public space after 9:00 p.m.
- g. No Class "E" licenses other than those issued to an alcoholic beverage retailer as part of a licensed Class "DCP-E" event may be issued for the event space during the Class "DCP-E" permitted times or locations.
- h. At any time when a Class "DCP-E" license is in effect for a particular event and event space, the event space shall be specifically excepted from the definition of "public place" as set forth more fully in section 25-1509.1(D) of this chapter.

2. Administration and Coordination of Event. Upon issuance by the city auditor of the Class "DCP-E" license for the event, the Downtown Community Partnership

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 will be responsible for administration and coordination of the event in accordance
2 with the following:

- 3 a. The Downtown Community Partnership will solicit and accept applications
4 from existing licensees that are eligible to obtain a Class "E" license to serve
5 as alcohol vendors for the approved and licensed Class "DCP-E" event.
6 b. Downtown Community Partnership, by approval of its board of directors,
7 will select one or more alcoholic beverage retailers for the Class "DCP-E"
8 event, and will notify the city auditor of its selection or selections.
9 c. In order to participate in the licensed Class "DCP-E" event, said selected
10 alcoholic beverage retailer must apply for and obtain a Class "E" license for
11 the event.
12 d. The Downtown Community Partnership is authorized to charge the selected
13 alcohol vendors a fee for participation. The Downtown Community
14 Partnership will be responsible for making the necessary arrangements for
15 the event, and will be responsible for payment of the costs for additional
16 security personnel.

17 3. Terms, Conditions and Restrictions for Event. With respect to an approved Class
18 "DCP-E" licensed event, the following terms, conditions and restrictions shall be
19 applicable:

- 20 a. The designated event space must be clearly marked with signs, special
21 markings and other demarcations such that participants and the general
22 public are advised as to the boundaries of the event space. The Downtown
23 Community Partnership shall post conspicuously at all entrances and exits of
the event space a notice stating that alcoholic beverages shall not be
permitted outside of the designated event space. Alcoholic beverages may
only be served in vendor approved containers. clearly identifiable event cups
~~provided by the Downtown Community Partnership. Cans, bottles or other
containers containing alcoholic beverages shall not be permitted in the
designated event space.~~

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- b. The Downtown Community Partnership will provide the selected Class "E" license holders for the event a sufficient supply of clearly identifiable wrist bands to be distributed to, and worn by, event participants.
- c. Nothing in this subsection shall be construed to relieve the responsibility of a Class "E" license holder from the obligation to comply with all laws, including laws regulating the serving of alcoholic beverages and nothing shall be construed to transfer any such obligations or responsibilities to the Downtown Community Partnership.
- d. Downtown Community Partnership shall be responsible for making arrangements with the Fargo police department for any police department extra duty officers that are required to be provided for the Class "DCP-E" event, at the sole cost of the Downtown Community Partnership, at such rate or rates as are established by the chief of police.
- e. Nothing in this subsection shall be construed to allow Class "E" licensees at a DCP-E permitted event to sell off-sale alcoholic beverages at such event.
- f. Only alcoholic beverages that have been served by a Class "E" permit holder and which beverages are contained within the vendor approved containers ~~said clearly identifiable event cup, as described in this subsection,~~ may be consumed within the event space. No other alcoholic beverages shall be permitted to be consumed in the event space. No personal use coolers for individual alcohol consumption will be permitted in the event space.
- g. All other laws and regulations shall be in full force and effect.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

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FARGO, NORTH DAKOTA

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Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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AN ORDINANCE AMENDING SECTION 25-1501
OF ARTICLE 25-15 OF CHAPTER 25
OF THE FARGO MUNICIPAL CODE,
RELATING TO ALCOHOLIC BEVERAGES

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

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1501 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **25-1501. Definitions.**

2 In this article, unless the context or subject matter otherwise requires:

- 3 1. "Alcohol" shall mean neutral spirits distilled at or above 190 proof, whether or not such
4 product is subsequently reduced, for nonindustrial use.
- 5 2. "Alcoholic beverages" shall mean any liquid suitable for drinking by human beings, which
6 contains one-half of one percent or more of alcohol by volume. All alcoholic beverages
7 shall be deemed intoxicating.
- 8 3. "Beer" shall mean any malt beverage containing more than one-half of one percent of
9 alcohol by volume.
- 10 4. "Business complex" shall mean any shopping center, shopping mall or similar physical
11 facility where two or more retail businesses are located and conducted, whether or not such
12 businesses are separately owned and operated.
- 13 5. "Commission" shall mean the board of city commissioners of the city of Fargo, its
14 governing body.
- 15 6. "Distilled spirits" means any alcoholic beverage that is not beer, wine, or sparkling wine.
- 16 7. "Distillery" shall mean a domestic operation wherein the owner/operator of the distillery
17 shall produce distilled spirits within the state of North Dakota in accordance with the
18 provisions of N.D.C.C. § 5-01-19.
- 19 8. "Entertainment" shall mean all forms and types of entertaining patrons of licensed premises,
20 whether such entertainment is provided by means of live performances or audio and/or
21 video presentations, whether remote or prerecorded; provided, however, that
22 "entertainment" shall not be deemed to include the use of any regularly broadcast television
23 or radio programs, or coin-operated music machine.
9. "Growler" shall mean a sealed container holding at least 12 ounces and not more than 2
liters of beer or wine that is filled and sealed on-site for the sole purpose of off-premises
consumption. At the time of sale, the container shall be sealed with a paper or plastic
adhesive band, strip or sleeve which is applied over the top of the twist-type closure, cork,
stopper, or plug in such a manner that the seal must be broken in order to open the
container. The adhesive band, strip or sleeve shall either bear the name and address of the
licensee-seller or shall have the sales receipt attached to the container.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 10. "Licensee" shall mean any person to whom a license has been issued under the provisions of
2 this article.
- 3 11. "Licensed premises" shall mean the bar area, dining rooms, meeting rooms, outdoor dining
4 areas as provided in Article 18-03 of the Fargo Municipal Code, and all other areas or
5 spaces where alcoholic beverages are regularly or occasionally sold, served or dispensed. In
6 the alternative, any person applying for a license under the provisions of this article may
7 describe, depict or otherwise identify in his application for a license various areas or spaces
8 which shall constitute the licensed premises. The commission, in its discretion, may require
9 any applicant to so describe, depict or otherwise identify the licensed premises as a
10 condition for the issuance of a license under the provisions of this article.
- 11 12. "Location transfer" shall mean a change in location of the licensed premises.
- 12 13. "Lodge" or "club" shall mean any corporation or association organized for civic, fraternal,
13 social or business purposes, or for the promotion of sports. Said lodge or club shall have at
14 least 200 members at the time a license is applied for and shall have been in existence for at
15 least 20 years prior to the time of application for the license; provided, that a local veteran's
16 organization which has not existed for 20 years but is a subsidiary of and chartered by a
17 national organization which has had a bona fide existence for more than 20 years shall be
18 deemed to be a "lodge" or "club" for purposes of this article.
- 19 14. "Microbrew pub" means a brewer that brews 10,000 barrels or less per year and sells beer
20 produced or manufactured on the premises for consumption on or off the premises, or serves
21 beer produced or manufactured on the premises for purposes of sampling the beer.
- 22 15. "Off-sale" shall mean sale of alcoholic beverages in original packages solely for
23 consumption off or away from the premises where sold. An off-sale license shall authorize
the licensee to conduct such off-sale at the place designated in the license.
- 16 16. "On-sale" shall mean sale of alcoholic beverages for consumption only on the licensed
17 premises. An on-sale license shall authorize the licensee to conduct such on-sales at the
18 place designated in such license or as may be authorized by a Class E license issued
pursuant to the provisions of this article.
- 19 17. "Ownership transfer" shall mean any assignment, sale, exchange or other conveyance of any
20 license issued pursuant to the provisions of this article. A transfer shall be deemed to have
21 occurred upon the assignment, sale, exchange or other conveyance of the ownership interest

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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1 in a licensee sole proprietorship, general partnership, corporation, limited liability company,
2 limited liability partnership or other form of business entity that is or has been issued the
3 license whether such assignment, sale, exchange or other conveyance of 50% or more of the
4 ownership interest occurred in one single transaction or whether such assignment, sale,
5 exchange or other conveyance occurred in multiple transactions within the prior thirty-six
6 (36) months resulting in a change of more than 50% of the ownership interest of such
7 licensee business entity. Recognizing that the licensee may be a business entity in which the
8 "owners" are, themselves, business entities and recognizing that the city has an interest in
9 knowing who are the natural persons who own 5% or more ownership in a licensee and in
10 knowing when an ownership interest of such natural persons has occurred, in addition to the
11 foregoing said ownership transfer shall be deemed to occur whenever said change in
12 ownership interest occurs by a direct change in ownership of the licensee business entity or
13 by indirect change of ownership whenever there is a 50%, or more, change in ownership
14 held by any single natural person.

15 18. "Package" and "original package" shall mean any container or receptacle holding alcoholic
16 beverages when such container or receptacle is corked or sealed by the manufacturer thereof
17 and when the cork or seal has not been removed or broken prior to the sale of such package
18 to the purchaser thereof.

19 19. "Person" shall include, where the context of the provision allows, any natural person,
20 association, partnership, corporation and any clerk, agent and abettor thereof.

21 20. "Public place" shall mean any building, property or other place that the general public can
22 occupy as a matter of right or any building, property or place that is open to the general
23 public by implied or express invitation, either for business purposes or otherwise. "Public
place" shall not include, however, that area set aside and specifically designated on the
Fargodome parking lot by North Dakota State University and utilized for its sponsored
tailgating activities.

24 21. "Recreational establishment or places of amusements" shall mean any establishment whose
25 business building contains a square footage of at least Twelve Thousand (12,000) square
26 feet where games of skill, such as billiards, volleyball, indoor golf, bowling or soccer (but
27 not video or pinball) are usually played, which premises are duly licensed and meet building
28 code requirements for said games of skill, and which has annual gross receipts at least Two

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Hundred Thousand Dollars (\$200,000) of which no more than Fifty Percent (50%) may be
2 derived from the sale of alcoholic beverages.

3 22. "Sale" shall mean all methods or modes of furnishing alcoholic beverages, with or without
4 consideration, whether by selling, dispensing, exchanging, bartering or other similar means
5 of transfer. Such term shall include all transactions, whether for cash, credit or other
6 considerations and shall include, but not be limited to, transactions where the consideration
7 for the alcoholic beverage is included or combined with another transaction or where the
8 consideration is called a "donation", or used to purchase any ticket, token or other object
9 redeemable for alcoholic beverages.

10 23. "Sparkling wine" shall mean wine made effervescent with carbon dioxide.

11 24. "Transfer" shall mean a change in location of the licensed premises; or any assignment,
12 sale, exchange or other conveyance of any license issued pursuant to the provisions of this
13 article.

14 25. "Wine" shall mean the alcoholic beverage obtained by fermentation of agricultural products
15 containing natural or added sugar or such beverage fortified with brandy and containing not
16 more than 24% alcohol by volume.

17 26. "Mandatory server training" shall mean server training that has been approved by the Fargo
18 police department and/or its designee for any person responsible for, or participating in, any
19 activity involved in the stream of service of alcoholic beverages, as defined in section 25-
20 1501 (31). including, but not limited to, selling, dispensing, serving, identification
21 verification, admission and security at licensed liquor establishments, including restaurants.
22 Mandatory server training applies to, but is not limited to, managers, servers, security,
23 bartenders, and door attendants, or any employee in the capacity to determine compliance
with applicable laws. Mandatory server training applies to, but is not limited to, managers,
servers, security, bartenders, and door attendants, or any employee in the capacity to
determine compliance with applicable laws.

24 27. "Stadium" shall mean a fixed physical structure, which may be fully-enclosed or open, in
25 which spectators of events watch sports, concerts or other similar entertainment activities,
26 with permanent seating and which has controlled access to and from its grounds. A stadium
27 shall include the seating arena, private suites, concession stands, concourse area, playing
field, and other permanent or fixed structures and areas related to spectator activities.

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- 1 28. "Winery" shall mean a domestic operation wherein the owner/operator of the winery shall
2 produce wine within the state of North Dakota in accordance with the provisions of
N.D.C.C. 5-01-17.
- 3 29. "Wine bar" shall mean an establishment serving primarily on-sale wine and sparkling wine,
4 with incidental on-sale beer, non-alcoholic beverages and food sales, but does not include
5 any sale of alcohol or off-sale wine, sparkling wine, or beer. Such establishment shall offer
6 patrons wines by the glass, flight, bottle and taste, and will allow for presentation of
7 beverages at the table, as well as at the bar. A "wine bar" shall also be focused on education
8 of wines from around the world; may occasionally offer primarily acoustical live
performances in the genre of jazz, blues, and classical music; and shall be a non-smoking.
- 9 30. "Seasonal license" shall mean a period of time shorter than a year and tied to a specific
10 activity or purpose.
- 11 31. "Stream of Service" shall include, but not be limited to, selling, dispensing, serving,
12 identification verification, admission and security at licensed liquor establishments,
13 including restaurants.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

8

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING
2 SECTION 25-1503 OF ARTICLE 25-15
3 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE,
4 RELATING TO ALCOHOLIC BEVERAGES

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

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

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

12 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
13 implement such authority by the adoption of this ordinance;

14 NOW, THEREFORE,

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

16 Section 1. Amendment.

17 Section 25-1503 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby
18 amended as follows:
19

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **25-1503. License—Qualifications.**

2 No license shall be issued to any applicant except as follows:

- 3 A. If the applicant is an individual or general partnership, such individual or partners must
4 be legal and bona fide residents of the city of Fargo and state of North Dakota and be
5 at least 21 years of age.
- 6 B. If the applicant is a corporation, limited liability company, limited partnership, limited
7 liability partnership or other form of business entity that provides limited liability to
8 holders of ownership interest in the entity, the manager of the licensed premises or
9 another full-time employee of the licensee who is at least 21 years of age must be
10 designated in the license application as an agent of the corporation. The manager of the
11 licensed premises shall reside within either Cass County, North Dakota, or Clay
12 County, Minnesota. All officers, directors and shareholders holding more than 5% of
13 the outstanding stock of said corporation shall be at least 21 years of age. All managers
14 or officers, governors and members holding more than 5% of the outstanding member
15 interests of said limited liability company shall be at least 21 years of age. All general
16 managers and all limited partners holding or representing more than 5% of the
17 ownership interest in any such limited partnership, limited liability partnership or other
18 form of business entity providing limited liability to holders of ownership interest in
19 the entity must be at least 21 years of age.
- 20 C. No license shall be issued to any person, general partnership, corporation, limited
21 liability company or other form of business entity as the representative or agent of
22 another, and the license may be issued only to the owner or owners of the business
23 being conducted at the location sought to be licensed.
- 24 D. If the applicant is a lodge or club, said applicant shall be deemed qualified for a Class
25 "A" license only and no other class license shall be issued to any lodge or club.
- 26 E. Mandatory server training (as defined by 25-1501(26)) shall be required of all liquor
27 licensees. Mandatory server training shall be completed prior to participation in the
28 stream of service of alcoholic beverages as defined in section 25-1501 (31). Persons
29 successfully completing the approved class will receive a "server training certificate."
30 The "server training certificate " must be renewed every three (3) years on the
31 anniversary date as shown on the said certificate. One month prior to license renewal

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 date, the licensee shall provide the city with a roster of employees, and a copy of
2 employees' server training certificate as required by 25-1501 (26) evidencing current
3 training status. If the licensee is found to be not in compliance, license renewal for the
4 upcoming year may be denied or delayed. Failure to comply with this section may
5 result in administrative or other penalties.

6 Section 2. Penalty.

7 A person who willfully violates this ordinance is guilty of an infraction. Every person,
8 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
9 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke
10 the suspension thereof.

11 Section 3. Effective Date.

12 This ordinance shall be in full force and effect from and after its passage, approval, and
13 publication.

14 _____
15 Timothy J. Mahoney, M.D., Mayor

16 Attest:

17 _____
18 Steven Sprague, City Auditor

19 First Reading:
20 Second Reading:
21 Final Passage:
22 Publication:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

9

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 25-1509 OF ARTICLE 25-15
2 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
3 RELATING TO ALCOHOLIC BEVERAGES

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

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

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

11 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
12 implement such authority by the adoption of this ordinance;

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 25-1509 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby
17 amended as follows:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **25-1509. Restrictions on sale, service or dispensing of alcoholic beverages.**

- 2 A. No licensee, his agent or employee, shall sell, serve or dispense any alcoholic beverage
3 to a person under 21 years of age; and no licensee, his agent or employee, shall permit
4 any person under 21 years of age to be furnished with any alcoholic beverage upon the
5 licensed premises.
- 6 B. No person under 21 years of age shall be permitted to enter any portion of licensed
7 premises in which alcoholic beverages are sold, served or dispensed; nor shall anyone
8 under the age of 21 years be employed in any portion of licensed premises in which
9 alcoholic beverages are sold, served or dispensed, except as provided in subsections
10 (C) and (D) of this section. For purposes of this section, a person is not 21 years of age
11 until 8 a.m. on the person's twenty-first birthday.
- 12 C. Any person under 21 years of age may enter and remain in a restaurant where alcoholic
13 beverages are being sold if the restaurant is separated from the designated area in
14 which alcoholic beverages are opened or mixed and if gross sales of food are at least
15 equal to gross sales of alcoholic beverages which are consumed in the dining area. Any
16 person who is employed by the restaurant as a food waiter, food waitress, busboy or
17 busgirl, food server or other title engaged directly in the sale and delivery of food in
18 the separate restaurant premises, may not engage in the sale, dispensing, delivery or
19 consumption of alcoholic beverages; provided, that any person who is between 18 and
20 21 years of age may be employed by the restaurant to serve and collect money for
21 alcoholic beverages, if the person is under the direct supervision of a person 21 or
22 more years of age. All employees engaged in the stream of service as defined in
23 section 25-1501 (31) are subject to mandatory server training as provided in section
25-1501(26), and unless specifically exempted herein, must be 21 years old to be so
employed. A law enforcement officer, or person cooperating with and under the
control of such law enforcement officer, under the age of 21 years may enter premises
where alcoholic beverages are sold, dispensed, or consumed in the performance of an
official duty. Any establishment where alcoholic beverages are sold may employ
persons from 18 to 21 years of age to work in the capacity of musicians, disc jockey, or
entertainer, or to perform duties directly related to working as a musician, disc jockey,
or entertainer under the direct supervision of a person over 21 years of age. Any person
under 21 years of age may enter and remain on the license premises if the person is an

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 independent contractor or the independent contractor's employee engaged in contract
2 work and is not engaged in selling, dispensing, delivering or consuming alcoholic
3 beverages, or if the individual enters the premises for training, education, or research
4 purposes under the supervision of an individual 21 or more years of age with prior
5 notification of the local licensing authority. Any person under 21 years of age may
6 remain in the area of and event where beer, wine, or sparkling wine is sold in
7 accordance with the conditions of an event permit issued pursuant to § 5-02-01.1,
8 N.D.C.C., and the city comparable ordinance § 25-1506(H)(4).

9 D. At the discretion of the owner of the licensed premises, an individual under 21 years of
10 age may be permitted to enter and remain in a restaurant where alcoholic beverages are
11 being sold and in the area of the restaurant designated for the opening or mixing of
12 alcoholic beverages if the individual:

- 13 1. Is accompanied by a parent or guardian;
- 14 2. Is not seated at or within three feet [0.91 meters] of the bar counter; and
- 15 3. Does not enter or remain in the designated area after ten p.m.

16 For purposes of this subsection, a restaurant shall be any establishment which serves
17 prepared food and holds a restaurant license or permit pursuant to the provisions of
18 Article 13-04 of the Fargo Municipal Code.

19 Section 2. Penalty.

20 A person who willfully violates this ordinance is guilty of an infraction. Every person,
21 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
22 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke
23 the suspension thereof.

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Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING
SECTION 11-0209 ARTICLE 11-02
OF CHAPTER 11 OF THE FARGO MUNICIPAL CODE
RELATING TO PUBLIC AND SANITARY NUISANCES

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

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code is hereby amended as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **11-0209. - Application for permit for sound amplifying equipment used outdoors- Permit**
2 **Required.**

3 No person shall use or maintain any sound amplifying equipment outdoors without first having
4 obtained a permit.

5 A. Application— A complete application for a permit must be submitted to the chief of
6 police or his authorized designee in a form established by the chief of police, along
7 with a non-refundable fee that has been established by resolution of the board of city
8 commissioners. The application must be made at least 30 days in advance of the
9 requested permit date unless a waiver is granted by the chief of police. The application
10 shall contain the following information or, in lieu thereof, a detailed statement of the
11 reason why such information cannot be furnished:

- 12 1. The name, address and telephone number of the applicant;
- 13 2. The address and a site plan showing the location of the property where the
14 sound amplifying equipment will be used, a listing of the type of sound
15 amplifying equipment and the direction to which the amplified sound will be
16 directed.
- 17 3. The date and time period the sound amplifying equipment will be used.
- 18 4. A statement that the applicant understands the requirements of this chapter and
19 agrees to comply with all applicable requirements.

20 B. Regulations for Use.— The following regulations apply to all permits issued pursuant
21 to Section 11-0209.

- 22 1. The only sound permitted shall be music or human speech or both.
- 23 2. No permits shall be issued for any property located within a residential zoning
district. For the purpose of this section the Downtown Mixed-Use Zoning
District is not considered residential.
3. Permits are valid for the day or days listed on the permit only.

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1 4. Permits issued for any property where the source of the sound is located within
2 500 feet of a residential zoning district shall be valid for no longer than one day.

3 5. With respect to any permit for a property where the source of the sound is
4 within 500 feet of a residential zoning district, no more than ~~five~~ four (4)
5 permits may be issued every 30 days; each permit shall be at least five (5) days
6 from any other permit. (effective from the date of enactment hereof until
7 September 30, 2023, at which time the number of permits shall revert back to
8 one permit every 30 days).

9 C. Waiver—The requirement of filing an application at least 30 days before the event may
10 be waived by the chief of police upon a showing that the 30-day period may
11 substantially burden protected rights, including rights of speech and assembly as to
12 matters of public concern.

13 D. Issuance of Permit— The chief of police has the discretion to grant or deny a permit
14 that pertains to a property for which a permit has been revoked within the prior 24-
15 month period. In deciding whether to deny a permit on such grounds, the chief of police
16 shall consider:

17 1. Whether the ownership of the property has changed since a prior permit was
18 denied.

19 2. What steps, if any, the property owner has taken to correct the violation which
20 led to the permit revocation.

21 With respect to all other applications for permits, the chief of police shall issue a permit
22 to any applicant who has submitted a properly completed application along with the
23 applicable fee unless such permit is prohibited because the application pertains to
property in a residential zoning district.

24 E. Revocation— A permit may be revoked by the chief of police upon:

25 1. Violation of one or more regulations of the permit;

26 2. Material misrepresentation of fact in the permit application; or

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 3. Material change in any of the circumstances relied upon by the chief of
- 2 police in granting the permit.
- 3 4. A permit may be revoked at any time, even after the permitted event, if
- 4 the chief of police learns of any violation listed above.

5 F. Exemptions— The following shall be exempt from the requirement of obtaining a

- 6 1. Community events and festivals permitted by Section 18-0314 of the Fargo
- 7 Municipal [Code];
- 8 2. Other community-wide events or festivals;
- 9 3. An event that is open to the general public for which no admission is charged
- 10 and when the purpose for the event is generally not for commercial gain; and,
- 11 4. All land and property owned by the Park District is exempt from the
- 12 requirements of this section.

13 The chief of police is authorized to determine whether a proposed event is exempt

14 pursuant to this subsection, and shall consider the factors provided under Section 18-

15 0314.C. of the Fargo Municipal Code in making such determination. The Fargo

16 Moorhead Marathon, currently operated by Fargo Marathon, Inc., is hereby deemed to

17 be a community-wide event that is exempt.

18 G. Appeal—The applicant or any person actually or potentially aggrieved by the issuance

19 or denial of a permit or the granting or denial of an exemption may appeal said decision

20 to the board of city commissioners.

21 Section 2. Penalty.

22 A person who willfully violates this ordinance is guilty of an infraction. Every person,

23 firm or corporation violating an ordinance which is punishable as an infraction shall be punished

 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke

 the suspension thereof.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:



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

11a

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

Full, Legal Name of Gaming Organization

Arc Upper Valley

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

Name of Location

CJ's Tavern

Street 1500 East Rose Creek Parkway South	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25	Number of Twenty-One tables, if zero, enter "0" 1	

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

Conducted in east room, played in bar area excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 06/10/24
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

4116

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

Full, Legal Name of Gaming Organization
Arc Upper Valley

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

Name of Location
Suite Shots

Street 3400 James Way South	City Fargo	ZIP Code 58104	County Cass
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Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
In the lounge, excluding the bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 06/10/24

PRINT Name and official position of person signing on behalf of city/county above
Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

110

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

Full, Legal Name of Gaming Organization
Fargo Post 2 Baseball Club

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

Name of Location
El Zagal

Street <u>1429 3rd St N</u>	City <u>Fargo</u>	ZIP Code <u>58102</u>	County <u>Cass</u>
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Beginning Date(s) Authorized <u>7/1/24</u>	Ending Date(s) Authorized <u>6/30/25</u>	Number of Twenty-One tables, if zero, enter "0" <u>0</u>
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Specific location where games of chance will be conducted and played at the site (required)
South wall

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date <u>06/10/24</u>

PRINT Name and official position of person signing on behalf of city/county above
Steven Sprague/City Auditor

INSTRUCTIONS:

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RETURN ALL DOCUMENTS TO:

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



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

Yld

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

Full, Legal Name of Gaming Organization
Fargo Post 2 Baseball Club

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

Name of Location
Herds and Horns

Street 1414 12th Ave N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25	Number of Twenty-One tables, if zero, enter "0" 0	

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

11e

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

Full, Legal Name of Gaming Organization
Horse Race North Dakota

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

Name of Location
Chub's Pub

Street 421 N University Drive	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 12/05/24	Ending Date(s) Authorized 06/30/25	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
Games will be conducted and palyed in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

11f

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

Full, Legal Name of Gaming Organization
Horse Race North Dakota

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

Name of Location
Edgewood Tavern

Street 19 Golf Course Rd Ste #2	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 07/01/24	Ending Date(s) Authorized 06/30/25	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
Games will be conducted and played in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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Signature of City/County Official	Date 06/10/24
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GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

1/19/24

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

Full, Legal Name of Gaming Organization
Horse Race North Dakota

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

Name of Location
Labby's Bar & Grill

Street 1100 19th Ave N	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 07/01/24	Ending Date(s) Authorized 06/30/25	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
Games will be conducted and palyed in all public áreas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

11h

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

Full, Legal Name of Gaming Organization
Horse Race North Dakota

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

Name of Location Sickies Garage - Fargo			
Street 3431 Fiechtner Drive S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/24	Ending Date(s) Authorized 06/30/25	Number of Twenty-One tables, if zero, enter "0" 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and palyed in all public areas, excluding bathrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

111

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

Full, Legal Name of Gaming Organization
Horse Race North Dakota

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

Name of Location
Sidestreet Grille & Pub

Street 404 4th Avenue North	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 07/01/24	Ending Date(s) Authorized 06/30/25	Number of Twenty-One tables, if zero, enter "0" 0
---	--	---

Specific location where games of chance will be conducted and played at the site (required)
Games will be conducted and palyed in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

11j

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

Full, Legal Name of Gaming Organization
Horse Race North Dakota

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

Name of Location
The Old Broadway

Street 22 Broadway N	City Fargo	ZIP Code 58102	County Cass
--------------------------------	----------------------	--------------------------	-----------------------

Beginning Date(s) Authorized 07/01/2024	Ending Date(s) Authorized 06/30/2025	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
Games will be conducted and palyed in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

TRK

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

Full, Legal Name of Gaming Organization
North Dakota Horse Race Foundation

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

Name of Location
The Boiler Room

Street 210 Roberts	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 07/01/2024	Ending Date(s) Authorized 06/30/2025	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
Games will be conducted and played in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

112

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

Full, Legal Name of Gaming Organization
Northern Prairie Performing Arts

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

Name of Location 701 Eateries			
Street 701 N. University	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/25	Number of Twenty-One tables, if zero, enter "0" 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Entire property and patio			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Attorney General	Date
Signature of City/County Official	Date 06/10/24

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

11m

G-0038 ()
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
Roy Chandler Post 762

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

Name of Location <u>VFW Club</u>			
Street <u>202 Broadway N</u>	City <u>Fargo</u>	ZIP Code <u>58102</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>July 1 2024</u>	Ending Date(s) Authorized <u>June 30 2025</u>	Number of Twenty-One tables, if zero, enter "0" <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Main Bar * excludes restrooms</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date <u>06/10/24</u>
PRINT Name and official position of person signing on behalf of city/county above <u>Steven Sprague/City Auditor</u>	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

Handwritten initials/signature

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

Full, Legal Name of Gaming Organization
Special Olympics North Dakota

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

Name of Location
Rooter Bar

Street 107 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 2	

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 06/10/24
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
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 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



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

110

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

Full, Legal Name of Gaming Organization

Team Makers Club, Inc.

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

Name of Location

Fargo Dome

Street 1800 N. University Drive	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/24	Ending Date(s) Authorized 6/30/25	Number of Twenty-One tables, if zero, enter "0" 0	

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

Entire facility and adjacent parking areas

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 06/10/24

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

41P

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

Full, Legal Name of Gaming Organization
West Fargo Baseball, Inc

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

Name of Location
Puerto Vallarta Bar and Grill

Street 4323 45th Street Suite 101	City Fargo	ZIP Code 58104	County Cass
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Beginning Date(s) Authorized 07/01/2024	Ending Date(s) Authorized 06/30/2025	Number of Twenty-One tables, if zero, enter "0" 0
---	--	--

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 06/10/24

PRINT Name and official position of person signing on behalf of city/county above
 Steven Sprague/City Auditor

INSTRUCTIONS:

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

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

Page 75 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT



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

(12a)

Pod cash

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 <i>Easton Hoffman Benefit</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>07/17/2024</i>	
Organization or Group Contact Person <i>Michael Dow</i>		E-mail <i>mwdow@msn.com</i>	Telephone Number <i>701-730-5456</i>
Business Address <i>Lend A Hand UP</i>		City <i>Fargo</i>	State <i>ND</i> ZIP Code <i>58103</i>
Mailing Address (if different) <i>1706 1st STN</i>		City <i>Fargo</i>	State <i>ND</i> ZIP Code <i>58102</i>

SITE INFO

Site Name <i>EL Zagel Shrine Center</i>		County <i>Cass</i>	
Site Physical Address <i>1429 3rd STN</i>		City <i>Fargo</i>	State <i>ND</i> ZIP Code <i>58102</i>

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

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle</i>	<i>Cash 2 @ \$500</i>	<i>\$1000</i>
<i>Raffle</i>	<i>Cash 5 @ \$100</i>	<i>\$500</i>
<i>Raffle</i>	<i>Cash 2 @ \$250</i>	<i>\$500</i>
Total (limit \$40,000 per year)		<i>\$ 2000</i>

Intended Uses of Gaming Proceeds
Easton Hoffman Benefit - Offset Medical Costs

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 <i>Michael Dow</i>	Title <i>Chairman</i>	Telephone Number <i>701-730-5456</i>	E-mail Address <i>mwdow@msn.com</i>
Signature of Organization or Group's Top Official <i>Michael Dow</i>		Title <i>Chairman</i>	Date <i>06/03/2024</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 77

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

120

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 Veterans Honor Flight of ND/MN		Dates of Activity (Does not include dates for the sales of tickets) Every Monday 7/1 -6/30 & Oct 7, 2024	
Organization or Group Contact Person Jane Matejcek	E-mail ladyjanemm@yahoo.com	Telephone Number 701-238-7749	
Business Address PO Box 294	City Hunter	State ND	ZIP Code 58047
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Speck's Bar	County Cass
Site Physical Address 2611 Main Ave	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Meat Raffles every Monday July 2024 - June 2025 and October 7, 2024 cash raffle

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

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle	Meat bundles	9,805.00
Cash Raffle	3 prizes \$500 each	1,500.00
Total (limit \$40,000 per year)		\$ 11,305⁰⁰

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Veteran's Honor Flight of ND/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)
 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 Karen Haugen	Telephone Number 701-367-1518	E-mail Address karenhaugen58@gmail.com
Signature of Organization Group's Permit Organizer <i>Karen Haugen</i>	Title Volunteer	Date 5/28/24

cc

(12d)



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

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group Villa Nazareth DBA CHI Friendship		Dates of Activity (Does not include dates for the sales of tickets) 10-11-24	
Organization or Group Contact Person Dori Leslie	E-mail dori.leslie@commonspirit.org	Telephone Number 701-293-2980	
Business Address 801 Page Drive	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name CHI Friendship	County		
Site Physical Address 801 Page Drive	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.) One time raffle drawing on 10-11-24			

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

Game Type	Description of Prize	Exact Retail Value of Prize
See Attached	See Attached	
Total (limit \$40,000 per year)		\$ 2,600.00

Intended Uses of Gaming Proceeds

Provide Christmas gifts for people with developmental disabilities.

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 Kristine Christensen	Title Controller	Telephone Number 701-235-8217	E-mail Address kristine.christensen508@commonspirit.org
Signature of Organization or Group's Top Official 		Title Controller	Date 5-30-24



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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 *SS*
SUBJECT: Parking Services Contract with Passport
DATE: June 5, 2024

The Auditors Office along with Fargo Police, Fargo Planning and Interstate Parking conducted an RFP for Parking Services in August 2018 to include parking enforcement for on street, off street, permit management and collections processes. The RFP award was approved at the July 30, 2018 City Commission meeting. The original contract was a five year contract with up to five one year extensions.

At this time we would like to execute the first one year extension of our contract. The contract provides for an early out with a 60 day notice.

Recommended Motion:

Move to approve a one year contract extension for citation management and parking services with Passport Labs, Inc. until December 31, 2024.



Finance Office

P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

APPROVED BY THE BOARD
OF CITY COMMISSIONERS

10

Aug. 13, 2018

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor *SS*
SUBJECT: Parking Services Contract with Passport
DATE: August 9, 2018

The Auditors Office along with Fargo Police and Interstate Parking conducted an RFP for Parking Services to include parking enforcement for on street, off street, permit management and collections processes. The RFP award was approved at the July 30, 2018 City Commission meeting.

Presented to you today is the contract for citation management and parking services with Passport Labs, Inc. Approval of this contract will allow staff to take the steps necessary to transition parking enforcement and citation management to Passport Labs, Inc.

Recommended Motion:

Move to approve the contract for citation management and parking services with Passport Labs, Inc. until December 31, 2023, subject to final legal review.

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement (the "Agreement") is entered into as of the Effective Date set forth below by and between Passport Labs, Inc. ("Passport") and the party named below ("Provider"). This Agreement includes and incorporates the terms and conditions found in this document, the Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto, which represent the full and complete understanding and agreement of Passport and Provider with respect to the subject matter hereof. In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

Provider Legal Name: City of Fargo, ND	Contact: Steve Sprague
Email: ssprague@fargond.gov	Phone: 701-241-1301
Provider Contact Address 200 N. 3 St. Fargo, ND 58102	Provider Billing Contact Address 200 N. 3 St. Fargo, ND 58102
Effective Date:	
Services: Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Provider to operate a citation management platform ("CMP") which allows Provider's parking enforcement officers in any or all parking facilities owned or managed by Provider the ability to issue parking citations that may be paid online through Passport's payment portal.	
Governing State Law:	North Dakota
Term: This Agreement shall commence on the Effective Date and continue until it is terminated (the "Term"). Either Party may terminate this Agreement by providing sixty (60) days' written notice to the non-terminating Party.	

(continued on next page)

II. CITATION MANAGEMENT PLATFORM TERMS

<p>Equipment:</p> <ul style="list-style-type: none">a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activitiesb) Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of \$300.00c) Provider must maintain at its sole cost one wireless data plan for each Android deviced) Provider must possess at least one Bluetooth-enabled printer per Android device described abovee) If Provider chooses to purchase additional Bluetooth-enabled printers through Passport, the price for a Zebra zq320 (or substantial equivalent) is \$600.00 with charger; provided, however, Provider shall purchase twelve (12) Zebra zq320 printers from Passport at a total cost of \$3,600.00f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs and printer paper costsg) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport. Passport is unable to provide estimated costs until specific details of Provider's order have been confirmed due to the variable costs of its 3rd party
<p>Collections Support (Passport will Provide the Selected Services):</p> <ul style="list-style-type: none">a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citationsb) After fifteen(15) days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increasedc) Passport will send a second letter forty-five (45) days after issuance for each applicable unpaid citation ownerd) Passport will send a third letter seventy-five (75) days after issuance for each applicable unpaid citation owner
<p>State Licensure Authorizations: Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider.</p>

(continued on next page)

III. FEES

CMP Service and License Fee Per Ticket Paid	\$2.50
Additional CMP Service and License Fee Per Ticket Paid After Citation Amount Escalation	15% of escalated citation amount
Cost Per Notification Letter Sent by Passport	\$1.49
DPP Service and License Fee	\$3.00 per active permit per month
Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.	
Merchant of Record for Transactions:	<input checked="" type="checkbox"/> Passport <input type="checkbox"/> Provider
Passport Merchant Processing Rate Per Transaction:	2.9% + \$0.25
Payment Gateway Provider:	<input checked="" type="checkbox"/> Passport <input type="checkbox"/> Other
Passport Gateway Fee Per Transaction:	\$0.05

Passport Labs, Inc:

Provider:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
Terms and Conditions

1. Services

Passport shall perform the services in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Delaware.

2. Compliance with Laws and Codes

In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, county, and municipal laws, statutes, rules, regulations and ordinances. If requested by Provider while performing services at Provider's place of business, Passport will comply with Provider's dress and conduct codes and security protocols.

3. PCI Certification

For the duration of the term of this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification.

4. Product Updates

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to Provider at no charge to Provider and will automatically be subject to the terms of this Agreement.

Provider may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Provider pursuant to Passport's development timeline. If the Provider desires to expedite such development, Passport may, in its sole discretion, charge Provider an expedite fee of two hundred dollars (\$200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed. If the Provider's requested features or functionality are created for the Provider's use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge Provider a custom development fee of two hundred and fifty dollars (\$250.00) per hour for the development of such features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed.

In addition to or in lieu of the fees set forth in this section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

5. Changes

Any changes to the scope of services provided under this Agreement shall be set forth in a written change order or amendment signed by both parties setting forth the scope of the change(s) and any applicable fees.

6. Additional Passport Services

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. Provider may request the addition of any of these platforms to the extent not provided by Passport to Provider as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

7. Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, "business hours" means Monday through Friday between 9 am 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give Provider as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify Provider in advance.

8. System Uptime; Billing Credits

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

9. Service Levels

Subject to the uptime guarantee set forth in Section 8, Passport's sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

10. Technical Support

Provider will field all support calls and emails from end users. Passport will provide second tier technical support to end users where Provider's support representative is unable to provide a satisfactory resolution to an end user support inquiry and escalated technical support from Passport is required to resolve such inquiry. In this capacity as Provider's escalated technical support resource, Passport will provide live telephone support Monday through Friday from 9am-5pm EDT. Passport will also provide email support. All email support inquiries will be answered within two (2) hours during business hours and within twenty-four (24) hours during non-business hours. These hours apply on all Passport holidays.

11. Data Rights

This Section shall govern the rights of Passport and Provider, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure

from such end users all such lawful consents and rights necessary to grant to Provider the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

A. Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction.

B. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Provider derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Provider.

C. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information. End users of Passport's Software own PII and license it to Passport pursuant to Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion. Passport may sublicense PII to the Provider under certain conditions (including but not limited to the Provider's compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

D. Activity data is any data generated in the providing of services under this agreement by Passport to Provider and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Provider an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the

Provider and only for the Provider's internal use in connection with the services provided under this agreement.

12. Privacy Policy; Terms of Use

End users' use of the Services shall at all times be governed by (a) Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/privacy-policy/>, and (b) Passport's Terms and Conditions, as they may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/terms-and-conditions/>.

13. Intellectual Property

A. Passport grants Provider a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this agreement are reserved to Passport.

B. Provider will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

14. Publicity; Use of Names and Marks

Subject to the provisions of Section 19 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is Provider's provider of the Software as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Provider, or reference the fact that Provider is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

15. Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users. Passport can provide payment gateway services and Exhibit B contains a list of other payment gateways supported by Passport. For any unsupported payment gateway selected by Provider, Passport will charge a two hundred and fifty dollar (\$250.00) per development hour necessary to perform necessary integrations. Provider will bear all costs associated with payment gateway services, including all per transaction costs. Provider may elect to use Passport's payment gateway at any time (which shall be reflected in a written amendment to this Agreement) at the rate of \$0.05 per transaction.

16. Payment Terms

If Passport is the Merchant of Record ("MOR"), Passport will remit the funds to Provider from the preceding month within fifteen (15) days of the conclusion of the month after netting out Passport's fees and merchant processing fees.

If Provider is the MOR, Passport will send monthly invoices to Provider for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices

within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the software and/or assess interest at the rate of 18% per annum on the delinquent balance, or the maximum rate permitted by state law, if lower, until such delinquent balance is paid.

17. Refunds

Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

18. Capacity

Provider represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. Provider further represents and warrants its signatory is duly authorized to bind Provider to the terms herein.

19. Confidentiality

A. Provider and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Confidential Information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement;
- ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose");
- iii. Disclose the Confidential Information only to such of the receiving party's employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;
- iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and
- v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:

- i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;
- ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
- iii. It was independently developed by the receiving party without use of the Confidential Information; or

- iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit Provider from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Provider.

20. Cooperative Purchasing

Provider will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and Provider shall not incur any responsibility—financial or otherwise—in connection therewith.

21. Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

22. Disclaimer of Warranties

The Software is provided to Provider by Passport “as is” and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as expressly provided in this Agreement. Other than as specifically set forth herein, Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

23. Severability

If any provision of the agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement. Any court or arbitrator adjudicating the matter of the invalidity of a provision shall, to the extent permitted by law, reform any such illegal or unenforceable provision such as to give it the maximum effect.

24. Assignment

This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Provider may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that Passport may, without such written consent, assign this agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any

permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

26. Amendments

The parties may not amend or modify this agreement except by a written instrument signed by an authorized signatory of each party.

27. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in U.S. Dollars. If a currency other than the U.S. Dollar is specified, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the payment of remittance is transmitted from Provider to Passport, or vice versa, as the case may be.

28. Cooperate

If either Provider or Passport has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this agreement, the parties agree to cooperate in good faith to achieve a satisfactory resolution of such matter. If after sixty (60) days the dispute remains unresolved, the parties may pursue other remedies available at law or in equity. Notwithstanding the foregoing, either party shall have the right to immediately seek any applicable remedies available at law or in equity for a breach or threatened breach of the confidentiality obligations as set forth in Section 19.

29. Independent Contractor

Passport is an independent contractor and not an agent or employee of Provider. No agency, partnership, franchise, joint venture, or employment relationship exists between Passport and Provider. Passport's employees and agents will not be employees or agents of Provider. Passport shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation, all forms of insurance) withholdings, health and safety of all of its employees and agents. Provider will not be responsible or liable for any withholding taxes or contributions to state worker's compensation, unemployment or other funds or programs.

30. Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of Provider's use or inability to use the Software or the breach of this agreement, even if Passport has been advised of the possibility of such damages.

31. Notices

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the address below:

If to Passport:

Passport Labs, Inc.
Attn: Khristian Gutierrez
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com

With a hard copy to General Counsel and by email to jason.ldilbi@passportinc.com

If to Provider at the contact information provided on the "General Terms" page.

32. Construction

No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.

33. Waiver

Any failure or delay by Passport to enforce the provisions of this Agreement shall in no way constitute a waiver by Passport of any contractual right hereunder, unless such waiver is in writing and signed by Passport.

34. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous communications, representations or agreements between the parties, whether verbal or written, including any printed terms and conditions which may appear on either Party's purchase orders, releases, invoices or other forms to the extent such terms are different from or inconsistent with this Agreement.

Exhibit B
Supported Payment Gateways

1. Authorize.net
2. Cash Net
3. Chase Paymentech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement (the "Agreement") is entered into as of the Effective Date set forth below by and between Passport Labs, Inc. ("Passport") and the party named below ("Provider"). This Agreement includes and incorporates the terms and conditions found in this document, the Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto, which represent the full and complete understanding and agreement of Passport and Provider with respect to the subject matter hereof. In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

Provider Legal Name: City of Fargo, ND	Contact: Steve Sprague
Email: ssprague@fargond.gov	Phone: 701-241-1301
Provider Contact Address 200 N. 3 St. Fargo, ND 58102	Provider Billing Contact Address 200 N. 3 St. Fargo, ND 58102
Effective Date:	
Services: Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Provider to operate a citation management platform ("CMP") which allows Provider's parking enforcement officers in any or all parking facilities owned or managed by Provider the ability to issue parking citations that may be paid online through Passport's payment portal.	
Governing State Law:	North Dakota
Term: This Agreement shall commence on the Effective Date and continue for a period of five (5) years (the "Initial Term"), unless otherwise provided as set forth herein. Provider may elect, through written notice to Passport, to renew the Agreement for five (5) one (1) year terms. Either Party may terminate this Agreement by providing sixty (60) days' written notice to the non-terminating Party.	

(continued on next page)

II. CITATION MANAGEMENT PLATFORM TERMS

Equipment:

- a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities. Provider may purchase such Android-based handheld devices from Passport.
- b) Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of \$300.00
- c) Provider must maintain at its sole cost one wireless data plan for each Android device
- d) Provider must possess at least one Bluetooth-enabled printer per Android device described above
- e) If Provider chooses to purchase additional Bluetooth-enabled printers through Passport, the price for a Zebra zq320 (or substantial equivalent) is \$600.00 with charger; provided, however, Provider shall purchase twelve (12) Zebra zq320 printers from Passport at a total cost of \$3,600.00
- f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs and printer paper costs
- g) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport. Passport is unable to provide estimated costs until specific details of Provider's order have been confirmed due to the variable costs of its 3rd party

Collections Support (Passport will Provide the Selected Services):

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations
- b) After fifteen (15) days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased
- c) Passport will send a second letter forty-five (45) days after issuance for each applicable unpaid citation owner
- d) Passport will send a third letter seventy-five (75) days after issuance for each applicable unpaid citation owner

State Licensure Authorizations:

Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider.

(continued on next page)

III. FEES

CMP Service and License Fee Per Ticket Paid	\$2.50
Additional CMP Service and License Fee Per Ticket Paid After Citation Amount Escalation	15% of escalated citation amount
Cost Per Notification Letter Sent by Passport	\$1.49
DPP Service and License Fee	\$3.00 per active permit per month
Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.	
Merchant of Record for Transactions:	Passport X Provider
Passport Merchant Processing Rate Per Transaction:	N/A
Payment Gateway Provider:	Passport X Other
Passport Gateway Fee Per Transaction:	N/A

Passport Labs, Inc:

By: _____

Name: _____

Title: _____

Provider: City of Fargo

By: Stew Sprague

Name: STEW SPRAGUE

Title: City Auditor



May 29, 2024

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

Re: Farm Lease Agreement – 5636,5638, 6054 & 6056 Veterans Blvd S

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Farm Lease Agreement with Chad Johnson & Kyle Johnson. An agreement has been reached and at this time, we are requesting approval of the Farm Lease Agreement. The Farm Lease Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Farm Lease Agreement with **Chad Johnson and Kyle Johnson** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Nancy Morris

FARM LEASE
(Oak Grove)

THIS LEASE, made and entered on the date set forth hereinafter, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, ND 58102, herein referred to as "Lessor", and Chad Johnson and Kyle Johnson, 383 Hwy 9 North, Glyndon, MN 56547, herein referred to as "Lessee" whether one or more.

Lessor demises and lets to Lessee to occupy and to use for agricultural purposes and for no other purposes, property comprising approximately one hundred seventeen (117) acres located on the following described parcel, and as shown in Attachment A:

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

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

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

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

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

Tract Two: The Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

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

II.

The term of the lease shall be for the farming season of 2024. That the term of this lease shall commence on the date set forth hereinafter and shall expire in one (1) year.

III.

Lessee agrees to pay Lessor, payable all in cash on the date of the lease hereof, the sum of Fourteen Thousand Forty Dollars (\$14,040), based on a rental rate of One Hundred Twenty Dollars per Acre (\$120/ac.).

IV.

Except as otherwise provided in special conditions set forth hereinafter, Lessee agrees to make a reasonable effort to return the above-described property at the termination of this lease in a plowed condition.

V.

Lessee agrees to furnish the property and services, and to pay any and all items of expense related to farming including, but not limited to, all the machinery, equipment and labor necessary to farm the premises properly; all fertilizer and chemical; all seed; and any necessary insurance, workforce safety insurance coverage, or crop insurance. The Lessee is not the agent of Lessor. There is to be no employer-employee relationship between the Lessor and Lessee or the Lessee's employees.

VI.

In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:

- a. To faithfully cultivate the farm in a timely, thorough, good and appropriate manner.
- b. To keep any and all fences, tree rows, and other improvements on the property in as good repair and condition as they are at the commencement of this lease, or in as good repair and condition as may be put by Lessor during the term of this lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- c. To keep open ditches, grass waterways, and drainage ditches. All ditches and drainage ditches shall be maintained by Lessee in their present condition. Lessee at its own cost shall keep said ditches or drainage ditches open whether or not blockage of the same may be caused by erosion of soil due to Lessee's negligence. Lessee may also accomplish, at its own cost, any additional drainage work deemed necessary.
- d. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
- e. Not to assign this lease or sublet any part of the premises without the prior written consent of Lessor.
- f. Not to allow noxious weeds to go to seed on the premises, but destroy them and to keep trimmed and mowed the weeds and grasses on the roads adjoining the leased premises. Lessee agrees to conduct a good and sufficient weed control program on the acreage at the Lessee's own expense.

VII.

That the Lessee shall not do, or fail to do, any act or thing which shall adversely affect the acreage allotments pertaining to the above-described premises as set up by the United States Department of Agriculture or other government program, it shall be entitled to receive all of the payment resulting from each participation.

VIII.

That the Lessee shall receive the whole of the crops to be raised in and upon the above-described premises during the term hereof.

IX.

Lessor reserves the right of itself, its agents, employees or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, provided that such entry and activity shall not interfere with Lessee's occupancy. In the event Lessee abandons the subject property or otherwise breaches this agreement, then, and in that event, Lessor shall have the right to reenter the demised premises without terminating this lease and relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may be advisable. All rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including but not limited to brokerage fees and attorney's fees; third, to the payment of unpaid rent hereunder; and the remainder, if any, shall be held by Lessor and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during the remaining term of the lease be less than that to be paid during the term of the lease by Lessee hereunder, Lessee, upon demand shall immediately pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed and an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof shall be decreed by a court of competent jurisdiction.

X.

The parties agree that time shall be of the essence hereof, and that the provisions of this agreement shall extend to and be binding upon the successors, heirs, administrators, executors and assigns of the parties hereto.

XI.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims or liability arising from Lessee's use and possession of the property.

XII.

Failure of Lessor to insist upon strict performance of any of the terms and/or conditions of this lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in these terms and/or conditions. This lease may be changed or modified only by written agreement signed by all parties. In no event may this lease be changed or modified orally.

XIII.

All payments not made when due shall draw interest at the rate of twelve percent (12%) per annum provided that said rate shall only apply to the extent not deemed

usurious, it being understood and agreed that the rate of interest shall be the maximum rate under North Dakota usury laws, not to exceed twelve percent (12%) per annum.

XIV.

The Lessee agrees that any chemicals, fuel, fertilizer, or other hazardous materials used on the property shall be used in full compliance with the instructions or application labels furnished with the materials and in compliance with all federal, state and other laws or regulations regulating the usage of these materials. The Lessee agrees that no such materials shall be stored or disposed of on the property without the prior written consent of the Lessor. The Lessee shall be responsible for any damages resulting from Lessee's usage of such materials on the subject property and agrees to indemnify and hold harmless Lessor in the event of any claim resulting from such damage.

XV.

In the event of Lessee's default in performing any of the duties agreed to in this lease, Lessor shall have the right to collect from Lessee, to the extent allowed by law, all the costs reasonably incurred in enforcing this lease, including, but not limited to, attorney's fees, seeding, plowing, cultivation costs, chemical application and ditch maintenance.

XVI.

Lessor and Lessee specifically understand and agree that this agreement shall be void and of no further effect if the land shall be sold by Lessor during the term hereof provided, however, that if such sale occurs at a time when spring planting has already occurred, the lease shall remain in effect for that portion of the property that has been seeded for the remainder of that particular crop year. If spring planting has not occurred at the time of sale by Lessor, but Lessee has applied any chemicals or fertilizer, Lessee shall recover only the actual documented cost of purchasing said chemical or fertilizer. No costs of application of such chemical or fertilizer shall be allowed.

Dated: _____ LESSOR:

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

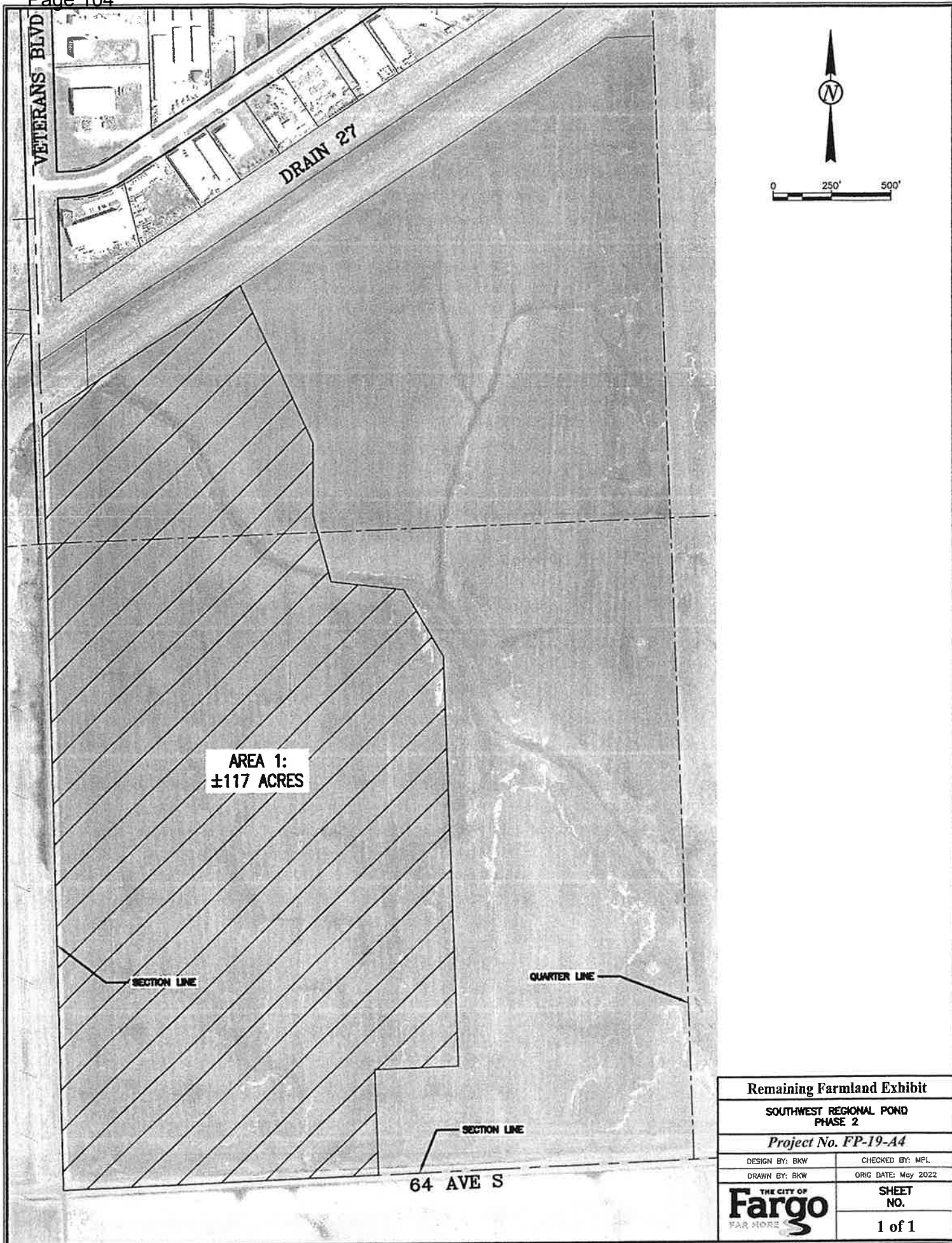
Dated: 5/21/24 _____ LESSEE:




Chad Johnson



Kyle Johnson



Remaining Farmland Exhibit	
SOUTHWEST REGIONAL POND PHASE 2	
<i>Project No. FP-19-A4</i>	
DESIGN BY: BKW	CHECKED BY: MPL
DRAWN BY: BKW	ORIG DATE: May 2022
	SHEET NO.
	1 of 1

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Type: Amenities Plan Amendment

Location: Interstate Business District Addition

Date of Hearing: 6/3/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/10/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, regarding an Amendment to the Amenities Plan and Developer Agreements for the Interstate Business District Addition.

Recently, staff have been re-evaluating the minimum building elevations within the addition and how the timing relates to the completion of the Fargo-Moorhead Area Diversion project. Staff feel that consideration could be made to lower the minimum building elevation requirement to be BFE plus 2-feet. This recommendation is based on the infrastructure for the addition not being in service until summer 2025. This would result in 2026 being the only spring where these structures would be exposed to a higher flood risk until the Diversion is operational in 2027. The property owners have acknowledged the potential risk of building at a lower elevation.

On a motion by Susan Thompson, seconded by Brenda Derrig, the Committee voted to recommend approval of the Amended Amenities Plan and Developer Agreements for the Interstate Business District Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Amended Amenities Plan and Developer Agreements for the Interstate Business District Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:


Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: May 30, 2024
Re: Amenities Plan Amendment for Interstate Business District Addition

Background:

The amenities plan for Interstate Business District Addition includes a requirement that the minimum building elevations within the addition be equivalent to FEMA's Base Flood Elevation (BFE) plus 4-feet. This requirement was included since the addition is located outside of the City's primary line of flood protection. If they were located within our primary line, the building elevation requirement would be BFE plus 2-feet.

Recently, staff has been reevaluating this requirement as we further understand the timing of infrastructure improvements within this addition and how this timing relates to the completion of the Fargo-Moorhead Area Diversion (Diversion) project. From this reevaluation, staff feels that consideration could be made to lower the minimum building elevation requirement to be BFE plus 2-feet. This recommendation is based on the infrastructure for the addition not being in service until summer 2025. Due to this timeframe, we would not anticipate any structures being occupied until later in 2025. This would result in 2026 being the only spring where these structures would be exposed to a higher flood risk until the Diversion project is operational in 2027, which will significantly reduce the flood risk for this area.

Included with this Memorandum is the Amenities Plan Amendment, as well as an Amendment to the Developer Agreement, which includes acknowledgement from the property owners of the potential risk of building at a lower elevation.

Recommended Motion:

Approve the Amendments to the Amenities Plan and Developer Agreement for the Interstate Business District Addition.

NAB/klb
Attachments

**Site Amenities and Project Plan
Interstate Business District Addition
May 2, 2024**

Amendment #1

A portion of the "Flood Protection" section of the original amenities plan, dated March 6, 2024, for the Interstate Business District Addition shall be amended as specified below.

Removal of the following requirement:


Included within the Floodproofing Construction Requirements is the requirement of a primary flood protection line required to be constructed to FEMA's Base Flood Elevation (BFE) plus 4-feet. The developer has opted to elevated all structures (primary and/or non-primary) within this subdivision to an elevation equivalent to the BFE plus 4-feet, which is an elevation of 897.9 (NAVD88). All building permits and site plan submittals shall include this information for the required structure elevations.

Replace with the following requirement:

All structures (primary and/or non-primary) within this subdivision shall, at a minimum, be built to an elevation equivalent to FEMA's Base Flood Elevation (BFE) plus 2-feet, which is an elevation of 895.9 (NAVD88). All building permits and site plan submittals shall include this information for the required structure elevations.


All other requirements of the Interstate Business District Addition Amenities Plan shall remain.

Interstate Business District Addition Amenity Plan – Amendment #1 is hereby approved:



Trent Duda, Owner

5-15-24
date



Ronald M. Knutson, Owner

5-16-24
date



Tom Knakmuhs, City Engineer

6/4/24
date

AMENDMENT TO DEVELOPER AGREEMENT

(Amends Document No. 1709918)

This Amendment to Developer Agreement, made and entered into between Storage Kings ND, LLC, a North Dakota limited liability company (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of adding terms to the Developer Agreement covering the real property identified below.

WHEREAS, the Developer is the owner of the following real property:

Lots One in Block One of the Interstate Business District Addition in the City of Fargo, Cass County, North Dakota

(“Development Property”).

WHEREAS, the Developer and City entered into the Developer Agreement, which has been recorded with the Cass County Recorded as Document No. 1709918, recorded on April 19, 2024.

WHEREAS, the Developer and the City executed the original amenities plan, dated March 6, 2024, which included Floodproofing Construction Requirements with a requirement for primary flood protection for the Development Property.

WHEREAS, the Developer desires to establish the minimum elevation requirements for all primary and non-primary structures located within the Interstate Business District Addition subdivision to be lower than provided in the original amenities plan.

WHEREAS, the City is willing to allow the lower minimum elevation subject to certain terms and conditions.

WHEREAS, the parties hereto wish to add certain terms to the Developer Agreement for the purpose of establishing such terms and conditions.

For good and valuable consideration hereby acknowledged, the parties agree to amend the Developer Agreement (Document No. 1709918) as follows:

The following terms and conditions shall be added to the Developer Agreement:

1. The Developer, its successors and assigns, recognize and acknowledge the risks associated with building structures within the Development Property, including the risk of flooding.

2. All structures (primary or non-primary) within the Development Property shall, at a minimum, be built to an elevation equivalent to FEMA's Base Flood Elevation (BFE) plus 2-feet, which is an elevation of 895.9 (NAVD88). All building permits and site plan submittals shall include this information for the required structure elevations.

3. The Developer, its successors and assigns, hereby release City from any and all liability and waive any and all claims, losses, expenses, demands for payment against the City, its officers, agents and employees, which may arise from or may in any way be related to the elevation of the structures within the Development Property, including any resulting impacts from flooding and other natural causes. The Developer, its successors and assigns, hereby expressly agree and acknowledge that the City shall not bear any responsibility, costs, expenses, losses, or liability which may result to Developer, its successors and assigns, based on the elevation of the structures within the Development Property.

All of the terms and conditions of the Developer Agreement which are not inconsistent with this Amendment shall remain binding and be of full force and effect. This Amendment is not intended, nor shall it be interpreted, to release, waive, or revoke any of the terms and conditions stated in the Developer Agreement.

Signature Pages Follow

Developer

Storage Kings ND, LLC

Dated: 5-6-24

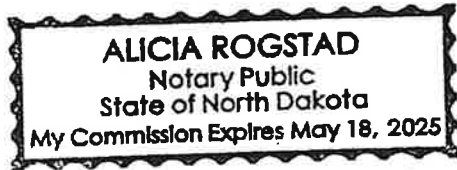
Ronald Knutson

By: Ronald Knutson

Its: managing Member

STATE OF North Dakota
COUNTY OF Burleigh) ss.

On this 6 day of May, 2024, before me, a notary public in and for said county and state, personally appeared Ronald Knutson, an authorized signatory of Storage Kings ND, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Alicia Rogstad

Notary Public
Cass County, ND
My Commission expires:

AMENDMENT TO DEVELOPER AGREEMENT

(Amends Document No. 1709919)

This Amendment to Developer Agreement, made and entered into between ARD Properties, LLC, a North Dakota limited liability company (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of adding terms to the Developer Agreement covering the real property identified below.

WHEREAS, the Developer is the owner of the following real property:

Lots Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Thirteen, and Fourteen in Block One of the Interstate Business District Addition in the City of Fargo, Cass County, North Dakota.

(“Development Property”).

WHEREAS, the Developer and City entered into the Developer Agreement, which has been recorded with the Cass County Recorded as Document No. 1709919, recorded on April 19, 2024.

WHEREAS, the Developer and the City executed the original amenities plan, dated March 6, 2024, which included Floodproofing Construction Requirements with a requirement for primary flood protection for the Development Property.

WHEREAS, the Developer desires to establish the minimum elevation requirements for all primary and non-primary structures located within the Interstate Business District Addition subdivision to be lower than provided in the original amenities plan.

WHEREAS, the City is willing to allow the lower minimum elevation subject to certain terms and conditions.

WHEREAS, the parties hereto wish to add certain terms to the Developer Agreement for the purpose of establishing such terms and conditions.

For good and valuable consideration hereby acknowledged, the parties agree to amend the Developer Agreement (Document No. 1709919) as follows:

The following terms and conditions shall be added to the Developer Agreement:

1. The Developer, its successors and assigns, recognize and acknowledge the risks associated with building structures within the Development Property, including the risk of flooding.
2. All structures (primary or non-primary) within the Development Property shall, at a minimum, be built to an elevation equivalent to FEMA's Base Flood Elevation (BFE) plus 2-feet, which is an elevation of 895.9 (NAVD88). All building permits and site plan submittals shall include this information for the required structure elevations.
3. The Developer, its successors and assigns, hereby release City from any and all liability and waive any and all claims, losses, expenses, demands for payment against the City, its officers, agents and employees, which may arise from or may in any way be related to the elevation of the structures within the Development Property, including any resulting impacts from flooding and other natural causes. The Developer, its successors and assigns, hereby expressly agree and acknowledge that the City shall not bear any responsibility, costs, expenses, losses, or liability which may result to Developer, its successors and assigns, based on the elevation of the structures within the Development Property.

All of the terms and conditions of the Developer Agreement which are not inconsistent with this Amendment shall remain binding and be of full force and effect. This Amendment is not intended, nor shall it be interpreted, to release, waive, or revoke any of the terms and conditions stated in the Developer Agreement.

Signature Pages Follow

REPORT OF ACTION

116

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-B0 Type: Contract Amendment #2

Location: Lift Stations #11 & #57 Date of Hearing: 6/3/2024

<u>Routing</u>	<u>Date</u>
City Commission	6/10/2024
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Engineer, Roger Kluck, related to Contract Amendment #2 submitted by Houston Engineering in the amount of \$86,000.00 for additional work.

Staff is recommending approval of Contract Amendment #2 in the amount of \$86,000.00, bringing the total contract amount to \$596,700.00.

On a motion by Steve Sprague, seconded by Ryan Erickson, the Committee voted to recommend approval of Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #2 in the amount of \$86,000.00, bringing the total contract amount to \$596,700.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax


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

COMMITTEE

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM, Engineer II Storm Sewer/Floodplain
Date: May 24, 2024
Re: Project No. NR-24-B0 – Amendment #2
Storm Sewer Lift Stations 11 & 57 - Lift Station Replacements

Background:

Proposals for Engineering Services for Project No. NR-24-B0 replacement of Storm Lift Stations 11 & 57 were received June 1, 2023. Storm Lift Station 11 & 57 are located south of Kandi Lane in the parking lot adjacent to Trollwood Park. The project will replace the two storm lift stations with one larger lift station. Proposals were reviewed and Houston Engineering Inc. was selected to complete the Design and Construction Engineering for the project.

During the final stages of the design process extra design work was needed to complete coordination with Fargo Park and to bring the project to bid. After award of the project to Key Contracting and to Sun Electric the construction schedules were solidified and the expected time for inspection was extended. Houston Engineering has enclosed details of what the extra work entails.

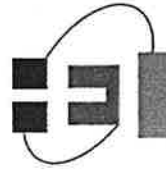
The current contract as amended is \$510,700.00. Amendment #2 will increase the contract with Houston Engineering by \$86,000.00. Engineering believes that the proposal is reasonable and recommends approval. The contract plus amendments is an hourly not to exceed contract.

Recommended Motion:

Approve Amendment #2 for Project No. NR-24-B0 in the amount of \$86,000.00 to Houston Engineering.

Attachment

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

AMENDMENT NO. 2 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project NR-24-B0 – Storm Sewer Lift Stations #11 & #57 Reconstruction
HE Project No. 6059-0212

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Roger Kluck, PE, CFM

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

Description of Work: This contract amendment is for additional Professional Engineering services necessary to complete final design and services during bidding and for projected costs to provide construction administration based on the proposed construction schedule for the above referenced project. Additional Professional Engineering services beyond the original project scope were required. The additional services are described in the following sections.

Final Design

Multiple design iterations were completed at the request of Fargo Park District. The most substantial revision was changing from a partial parking lot replacement to full parking lot replacement including new parking, striping, and signing layouts. Phasing of construction and traffic control/access iterations were also completed. Modeling was conducted to analyze sizing options for a stormwater bypass to evaluate flood risk during construction. The following proposed budget amendment is being requested to complete this additional work.

Final Design Budget Amendment \$14,500

Services During Bidding

Additional costs were incurred evaluating a pump manufacturer and controls supplier as equals to pre-approved equipment. Work included evaluating product materials and performance specifications and meeting with manufacturers/suppliers.

Services During Bidding Budget Amendment \$1,500

Projected Construction Administration Services

The estimated duration of construction provided in the project request for proposal (RFP) was 40 weeks. The current estimated construction duration based on project contract times is approximately 45 weeks. The average estimated weekly resident project representative (RPR) time in the project RFP was 40 hours per week. Based on the final project design and anticipated construction schedule, the current estimated RPR time is 45 hours per week. The increase in estimated project duration and required RPR time results in an approximate 25% increase in overall RPR hours. A corresponding increase is also expected for in-office construction administration time. The following proposed budget amendment is requested to account for the projected increase in work.

Projected Construction Administration Services Budget Amendment \$70,000

Basis of

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

Fee: The total budget for the above-described task is \$86,000. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # NR-24-B0 dated June 12, 2023.

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

HOUSTON ENGINEERING, INC.



Gabriel L. Bladow, PE
Project Manager

Authorization:

Signature: 

Signature: _____

Title: Director of Operations

Title: _____

Date: June 5, 2024

Date: _____

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

17

Project No. SN-23-B1

Type: Change Order #1

Location: River Drive South & Hackberry Drive South

Date of Hearing: 6/3/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/10/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed the accompanying correspondence from Project Engineer, Matt Jennings, related to Change Order #1 in the amount of \$0.00. This is a no cost/no time added change order to provide City of Fargo specifications section 7000 to the Contractor and to ensure documentation of the specifications which the tree replanting plan note references is included in the contract.

Staff is recommending approval of Change Order #1 in the amount of \$0.00.

On a motion by Steve Sprague, seconded by Ryan Erickson, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$0.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal Funds & Sales Tax


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

COMMITTEE

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

ATTEST:

C: Kristi Olson



 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Matthew Jennings, Project Manager
Date: May 29, 2024
Re: Project No. SN-23-B1 – Change Order #1

Background:

Project No. SN-23-B1 is for the construction of a Shared Use Path along the river adjacent to River Drive South and Hackberry Drive South. This project consists of concrete pavement, curb & gutter and incidentals.

Northern Improvement is the Prime Contractor on this project.

This is a no cost/no time added change order to provide City of Fargo specifications section 7000 to the Contractor and to ensure documentation of the specifications which the tree replanting plan note references is included in the contract.

Recommended Motion:

Approve Change Order #1 for Project No. SN-23-B1.

MCJ/klb
Attachment

North Dakota Department of Transportation
Change Order

Change Order No: 1
SubProject: 1 GRADING AND SHARED USE PATH

Project: TAU-8-984(174)
County: Cass

PCN: 23778

For: GRADING AND SHARED USE PATH

Contractor: NORTHERN IMPROVEMENT COMPANY
PO BOX 2846
FARGO, ND 58108-2846

Original Contract Amount:
\$346,494.03

Date Created: 05/28/2024 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
---------	---------	--------------	------	-------------------	-----------------	------------	-----------------	-----------------

Net Increase or Decrease to Date	Part	Non-Part	TOTALS
			NON-PARTICIPATING PARTICIPATING

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

This is a no cost/no time added change order. The plan note "970-P01 REPLANT TREES" makes mention of utilizing the City of Fargo Specifications section 7000 for the procedures related to tree replanting. This change order serves to provide the section 7000 information to the Contractor to avoid any confusion, and to have record of the Specifications this plan note is referring to.

No revised plan sheets. Specification reference material will be attached to the change order.



CONTRACTOR DATE 5-29-24



CITY/COUNTY/OTHER OFFICIAL DATE 6/4/24

REPRESENTING DATE

() Approval Recommended () Approved
PROJECT ENGINEER DATE

() Approval Recommended () Approved
DISTRICT ENGINEER DATE

() Approval Recommended () Approved
OFFICE OF OPERATIONS DATE



18

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

June 5, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-24-H1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 5, 2024, for Sanitary Sewer Repair & Incidentals, Project No. UR-24-H1, located as follows: City Wide.

The bids were as follows:

Key Contracting Inc	\$44,500.00
Hydro-Klean	\$59,600.00
Engineers Estimate	\$42,500.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Key Contracting Inc. in the amount of \$44,500.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
City Engineer



Engineer's Statement Of Cost
Project # UR-24-H1
Sanitary Sewer Repair & Incidentals

City Wide

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Sanitary Sewer Repair & Incidentals Project # UR-24-H1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Repair Manhole Floor & Invert	EA	8.00	5,000.00	40,000.00
2	Traffic Control - Minor	LS	1.00	4,500.00	4,500.00
Sanitary Sewer Total					44,500.00
Total Construction in \$					44,500.00

Engineering	10.00%	4,450.00
Admin	4.00%	1,780.00
Legal	3.00%	1,335.00
Interest	4.00%	1,780.00
Contingency	5.00%	2,225.00
Total Estimated Costs		56,070.00
Sales Tax Funds - Wastewater - 455		56,070.00
Unfunded Costs		0.00

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

Date: 06/05/2024

Thomas Knakmuhs
 City Engineer



20

May 29, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #BR-23-G2**

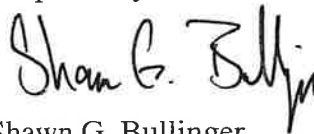
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BR-23-G2. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Wells Fargo Bank, N.A.** in association with Improvement District #BR-23-G2 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-23-G2	County Cass	Parcel(s) 16S
Landowner Wells Fargo Bank, NA		
Mailing Address Box 2609 Carlsbad, CA 92018-2609		

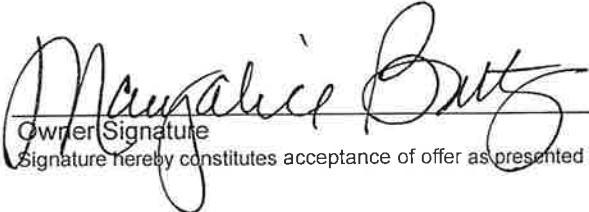
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s) to the easements accompanying this Memorandum of Offer.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 72,023.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$ _____	
Easement and Access Control	\$ <u>72,023.00</u>	
Improvements on Right of Way*	\$ _____	
Damages to Remainder	\$ _____	
Total Offer		\$ <u>72,023.00</u>

*Description of Damages to Remainder are as follows:



 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **WELLS FARGO BANK, N.A.**, a corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, 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 1, Block 1, A REPLAT OF A PORTION OF SCHULTZ & WILLIAMS ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The South 10.00 feet of the North 21.00 feet of said Lot 1.

Said parcel contains 4,488 square feet, more or less, and is subject to all existing easements of record.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

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.

(Signatures on the following page)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 24th day of May, 2024.

GRANTOR:

WELLS FARGO BANK, N.A.
a corporation

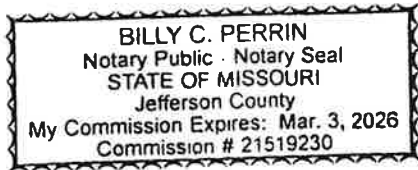
By: Maryalice Bartz

Its: vice president

STATE OF MISSOURI)
) ss.
COUNTY OF Saint Louis)

On this 24 day of May, 2024, before me, a notary public in and for said county and state, personally appeared Maryalice Bartz, the vice president of WELLS FARGO BANK, N.A., a corporation, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)



Billy C. Perrin
Notary Public

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed
this ____ day of _____, 2024.

GRANTEE:

City of Fargo, a North Dakota municipal
corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steven Sprague, City Auditor

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

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

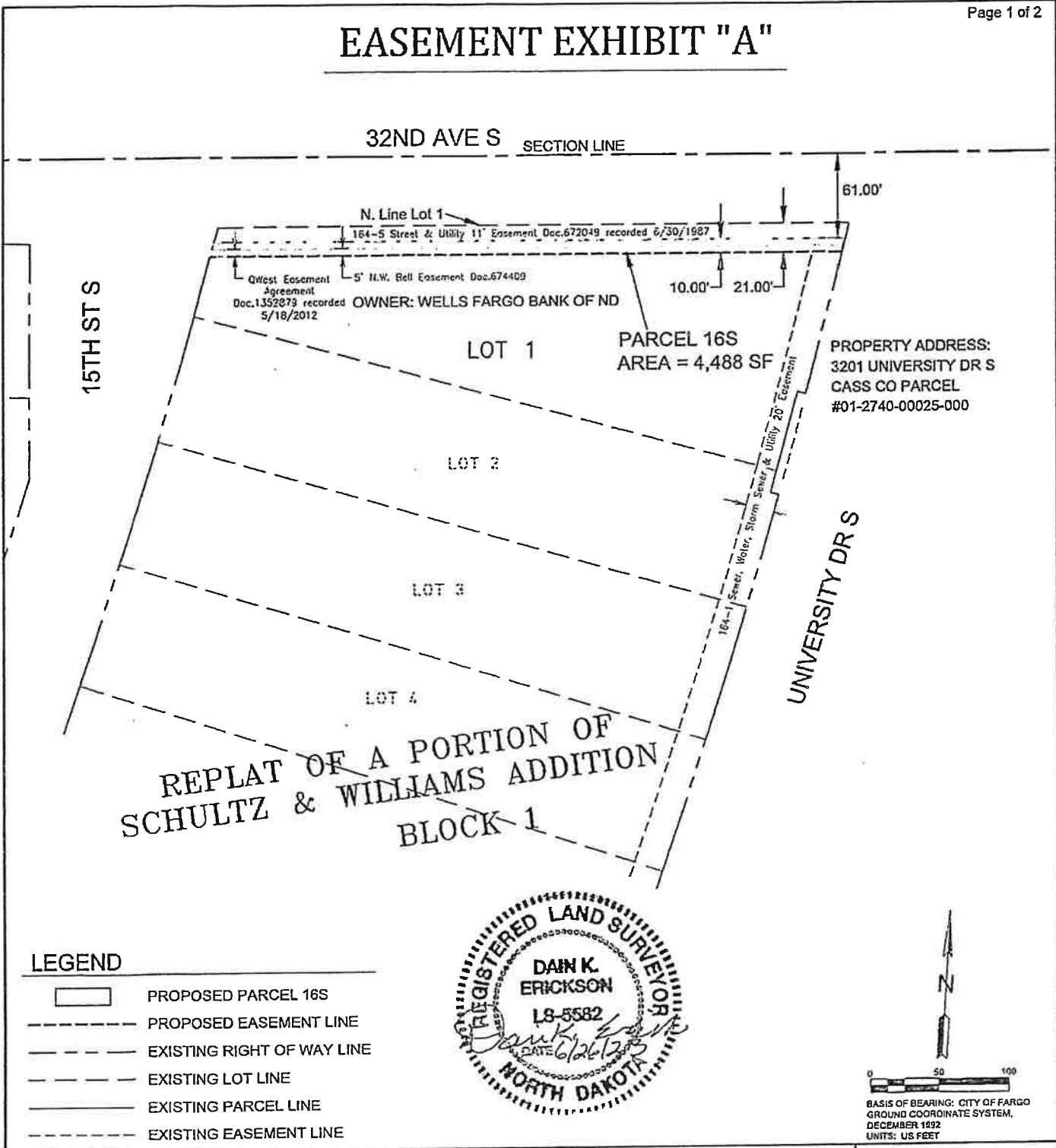
The legal description was prepared by:

Dain K. Erickson
Registered Land Surveyor
LS-5582
Apex Engineering Group
4733 Amber Valley Parkway S.
Fargo, ND 58104
(701) 373-7980

This document was prepared by:

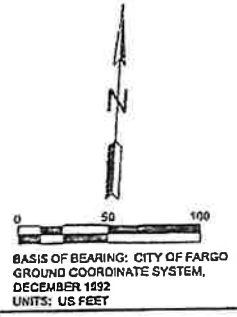
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

EASEMENT EXHIBIT "A"



LEGEND

- PROPOSED PARCEL 16S
- PROPOSED EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINE
- EXISTING PARCEL LINE
- EXISTING EASEMENT LINE



PERPETUAL EASEMENT - PARCEL 16S
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF A PORTION OF
SCHULTZ & WILLIAMS ADD.
SECTION 25, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151
Date: 03/15/2023
Drawn By: Miko J
Checked By: Dain E
Approved By: Dain E

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

21

Improvement District No. BR-24-B1 Type: Change Order #1 & Time Extension

Location: 9th St S, 9th - 13th Ave, 9th & 11th Ave S from 8th - 10th St, 10th & 12th Ave S, 9th - 10th St Date of Hearing: 6/3/2024

Routing	Date
City Commission	6/10/2024
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Change Order #1 in the amount of \$33,043.34 for additional work and the associated time extension, which adds 20 calendar days to Phase 1A and 1B.

Staff is recommending approval of Change Order #1 in the amount of \$33,043.34, which brings the total contract amount to \$4,140,169.43 and the associated time extension.

On a motion by Steve Sprague, seconded by Ryan Erickson, the Committee voted to recommend approval of Change Order #1 and the associated time extension to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$33,043.34, bringing the total contract amount to \$4,140,169.43 and the associated time extension which adds 20 calendar days to Phase 1A and 1B to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water, Water, Storm, Traffic/Street Light, Sales Tax, Prairie Dog Funds & Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: May 31, 2024
Re: Improvement District No. BR-24-B1 – Change Order #1 & Time Extension

Background:

Improvement District No. BR-24-B1 is for the reconstruction of 9th Street South from 9th Avenue to 13th Avenue, 9th and 11th Avenue South from 8th Street to 10th Street, and 10th and 12th Avenue South from 9th Street to 10th Street.

Dakota Underground is the Prime Contractor on this project.

I am writing to seek your approval for the attached Change Order #1, which details additional work performed by the Contractor due to unforeseen circumstances encountered during the ongoing construction project. The total amount for this change order is \$33,043.34.

Details of the Additional Work:

1. **Temporary Access to Apartment Building at 820 10th Street South, and to Alley for Chas A Roberts Addition, Block S, and Erskines Addition, Block BB and Block GG:**
 - Due to unforeseen access issues, temporary access had to be constructed to ensure residential traffic could safely enter and exit during the construction of Phase 1A and 2A. Paid under "F&I Crushed Conc – 6" Thick", quantity 1 SY per temporary access.
2. **24"x6" SS PVC Wye Connections for 10th Avenue South:**
 - Additional connections were required to accommodate existing utilities that were not originally mapped, ensuring that the infrastructure was properly integrated. Paid under "Connect Sewer Service".
3. **Upsize to 2" WM Service at 915 9th Street South:**
 - An upsizing of the water main service was necessary to meet the existing service requirements of the property, which were not identified during the design of the project. Paid under "F&I CS & Box 2" Dia".
4. **Cleanout for SS Service at 901 9th Street South:**
 - A sewer service cleanout was needed due to the length and location of the sewer service. Paid under "F&I Cleanout 8" Dia PVC".

5. Lowering of two Street Light Conduits Across Roadway:

- Due to the existing shallow depth, the conduit for street lighting required lowering to avoid conflict with the elevation of the proposed roadway profile. Paid under "Special Bid Item A".

6. Time Extension Due to Temporary Access Coordination:

- The original project had three separate interim completions for phase 1. Phase 1 had an interim completion period of 65 working days, while phases 1A and 1B each had interim completion periods of 45 working days. However, as the project progressed, it became evident that closing all three phases concurrently was necessary to ensure continuous alley access for the adjacent properties on 9th Street S. Consequently, this adjustment required an additional 20 calendar days to be added to the project timeline for phases 1A & 1B, aligning with the original contract timeline for phase 1.

The additional work outlined above was critical to ensuring the safety, functionality, and compliance of the construction project. All changes have been reviewed and verified by our Engineering team to ensure necessity and accuracy.

Recommended Motion:

I recommend approval of Change Order #1 in the amount of \$33,043.34 and the time extension, which adds 20 calendar days to Phase 1A and 1B, to cover the costs incurred by the Contractor for these essential modifications.

WRB/klb
Attachment

Employee	Rate	Hours	Amount	Equipment	Rate	Hours	Amount
Ron Carlson	\$76.50	2.5	\$191.25	T770 Skidsteer	\$90.49	2.5	\$226.23
Kevin Jackson	\$78.75	2.5	\$196.88	Tandem Truck	\$83.63	2.5	\$209.08

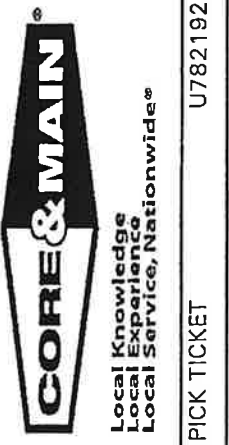
subtotal	\$388.13	Total Equipment	\$435.30
+ 25% profit & overhead	\$97.03		
Total Labor			\$485.16

Material/Subs	Cost	Qty	Unit	Amount
- Crushed Concrete	\$16.00	16	ton	\$256.00
- Fabric	\$1.70	117	sy	\$198.90
-				
-				
-				
-				
-				
-				
-				

subtotal	\$454.90
+ 25% profit & overhead	\$113.73
Total Material	\$568.63
Total	\$1,489.08



PROMISED: 5/09/24
 FILLED BY:
 CHECKED BY:
 REVIEWED BY:
 ENTERED BY: KEVIN LARSON - 251



FARGO ND
 Branch - 251
 4900 19th Avenue, North
 Fargo ND 58102
 PHONE # 701 219 7480
 PICK TICKET U782192

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD	BILL OF LADING NO.	SHIPPED VIA	SALESMAN						
251	4/24/24		BR24B1	BR24B1 9TH ST S	BR24B1	OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED						
BIN LOCATION		PRODUCT CODE		DESCRIPTION		QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT				
Y2	3A	HWS27064GS26		6 HW SWR SDR26 45 GXSP WEIGHT: 3.9000 LB	2	2			41.81	EA	83.62				
		2724W06GG26		24X6 HW SWR SDR26 WYE GXGXG WEIGHT: 177.0000 LB TOTAL WEIGHT: 361.80	2	2			3,900.00	EA	7,800.00				
<p>Materials Total = \$8,340.30 Allowed Markup (25%) = \$2,085.07 Total Materials Price = \$10,425.37 or \$5,212.68/EA</p> <p>Labor Installed = \$1223/EA Labor Allowed Markup (25%) = \$305.75/EA Total Labor = \$1,528.75/EA</p> <p>Total for 2 24x6" Connect Sewer Service = \$6,741.43/EA or \$13,482.86</p>															
MERCHANDISE SUBTOTAL		TAX		FREIGHT		DELIVERY		HANDLING		RESTOCKING		MISCELLANEOUS		TOTAL SALE	
7,883.62		7.500		456.68		.00		.00		.00		.00		8,340.30	

SPECIAL INSTRUCTIONS/COMMENTS:
 DELIVER THURSDAY W/ THE 24" SEWER PIPE

WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

RECEIVED BY SIGNATURE:
 PRINT NAME HERE:



U782192239835

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.

4/22/2024

BR 24-B1 Description

Found existing 1 1/4" copper in lieu of 1" called out on plan
Switch to available 2" to make connection and keep capacity to
4 plex service

Employee	Rate	Hours	Amount
Kurt Dwyer	\$94.50	1	\$94.50
Jace Rognlie	\$69.75	1	\$69.75
John Lafromboise	\$60.75	1	\$60.75
Gavin Lenoue	\$54.00	1	\$54.00
Billy Wolfe	\$72.00	1	\$72.00
Matt Kindy	\$62.00	1	\$62.00

Equipment	Rate	Hours	Amount
325 Excavator	\$136.95	1	\$136.95
245 Excavator	\$139.87	1	\$139.87
938 Dozer	\$80.00	1	\$80.00
Pickup	\$32.72	1	\$32.72

subtotal \$413.00
+ 25% profit & overhead \$103.25
Total Labor \$516.25

Total Equipment \$389.54

Material/Subs	Cost	Qty	Amount
- 2" Pex	\$12.86	15 ft	\$192.90
- 2" Curb Stop	\$731.77	1 ea	\$731.77
- Corp	\$414.15	1 ea	\$414.15
- 8x2 Saddle	\$191.68	1 ea	\$191.68
- 2" x 1 1/4 Reducer	\$235.08	1 ea	\$235.08
-			
-			
-			
-			
-			

subtotal \$1,765.58
+ 25% profit & overhead \$441.40
Total Material \$2,206.98

Total ~~\$3,112.77~~



BR 24-B1 Description

For 901 9th Ave S installed longer SS Service 6" and in different location no as in plans (6" pvc ran East then toward blvd end of 9th Ave) Added quantity of pipe and extra work to clear water service in same area

Employee	Rate	Hours	Amount	Equipment	Rate	Hours	Amount
Kurt Dwyer	\$94.50	4 1	\$378.00	325 Excavator	\$136.95	4 1	\$547.80
Jace Rognlie	\$69.75	4 1	\$279.00	245 Excavator	\$139.87	4 1	\$559.48
John Lafromboise	\$60.75	4 1	\$243.00	938 Dozer	\$80.00	4 1	\$320.00
Gavin Lenoue	\$54.00	4 1	\$216.00	Pickup	\$32.72	4 1	\$130.88
Billy Wolfe	\$72.00	4 1	\$288.00				
Matt Kindy	\$62.00	4 1	\$248.00				

subtotal ~~\$1,652.00~~ 413.00
 + 25% profit & overhead ~~\$413.00~~ 103.25
 Total Labor 516.25

Total Equipment 389.54
~~\$1,558.16~~
905.79
~~\$2,065.00~~

Included in original bid prices

Material/Subs	Cost	Qty	Amount
- 8" SDR20	\$7.11	65 ft	\$462.15
- 8" bend 45 bell	\$44.95	2 ea	\$89.90
- 6x6 wye	\$117.98	1 ea	\$117.98
- 6" Cleanout & cover	\$299.16	1 ea	\$299.16
-			
-			
-			
-			
-			
-			
-			

subtotal ~~\$989.19~~ 299.16
 + 25% profit & overhead ~~\$242.30~~ 74.79
 Total Material 373.95
\$4,211.49
Total 6,834.65
~~1279.74~~



8/26/2024

BR 24-B1 Description

Lowered street light conduit on Southside of 9th Ave at 9th St

Employee	Rate	Hours	Amount	Equipment	Rate	Hours	Amount
Kurt Dwyer	\$94.50	1	\$94.50	T770 Skidsteer	\$90.49	1	\$90.49
Jace Rognlie	\$69.75	1	\$69.75	323 Excavator	\$141.19	1	\$141.19
John Lafromboise	\$60.75	1	\$60.75				
Gavin Lenoue	\$54.00	1	\$54.00				
Billy Wolfe	\$72.00	1	\$72.00				

subtotal	\$351.00	Total Equipment	\$231.68
+ 25% profit & overhead	\$87.75		
Total Labor			\$438.75

Material/Subs	Cost	Qty	Amount
- Fargo Electric	\$1,075.92	1	\$1,075.92
-			\$0.00
-			
-			
-			
-			
-			
-			
-			

subtotal	\$1,075.92
+ 25% profit & overhead	\$268.98
Total Material	\$1,344.90
Total	\$2,015.33

5

Phone # 701-237-9601

Invoice # 17277
 Invoice Date 5/14/2024
 Due Date 5/14/2024
 Project
 P.O. Number BR-24-B1

Bill To:
Dakota Underground Company 4001 15th Ave NW Fargo ND 58102

Description	Hours/Qty	U/M	Rate	Amount
Work Order 10720			1,240.00	1,240.00
Due Upon Receipt				
Total				\$1,240.00
Payments/Credits				\$0.00
Balance Due				\$1,240.00

(5)

--

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-B1

9TH ST S FROM 9TH AVE S TO 13TH AVE S, 9TH AVE S FROM 10TH ST S TO 8TH ST S, 10TH AVE S FROM 10TH ST S TO 9TH ST S, 11TH AVE S FROM 10TH ST S TO 8TH ST S, 12TH AVE S FROM 10TH ST S TO 9TH ST S

Change Order No 1 **Change Order Date** 5/28/2024
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 1

Details of the Additional Work:

1. Temporary Access to Apartment Building at 820 10th Street South, and to Alley for Chas A Roberts Addition, Block S, and Erskines Addition, Block BB and Block GG:
 " Due to unforeseen access issues, temporary access had to be constructed to ensure residential traffic could safely enter and exit during the construction of Phase 1A and 2A. Paid under F&I Crushed Conc 6 Thick , quantity 1 SY per temporary access.
2. 24 x6 SS PVC Wye Connections for 10th Avenue South:
 " Additional connections were required to accommodate existing utilities that were not originally mapped, ensuring that the infrastructure was properly integrated. Paid under Connect Sewer Service .
3. Upsize to 2 WM Service at 915 9th Street South:
 " An upsizing of the water main service was necessary to meet the existing service requirements of the property, which were not identified during the design of the project. Paid under F&I CS & Box 2 Dia .
4. Cleanout for SS Service at 901 9th Street South:
 " A sewer service cleanout was needed due to the length and location of the sewer service. Paid under F&I Cleanout 8 Dia PVC .
5. Lowering of two Street Light Conduits Across Roadway:
 " Due to the existing shallow depth, the conduit for street lighting required lowering to avoid conflict with the elevation of the proposed roadway profile. Paid under Special Bid Item A .
6. Time Extension Due to Temporary Access Coordination:
 " The coordination and construction of temporary access solutions resulted in an unavoidable extension of the project timeline. Added 20 calendar days to Phase 1A and 1B.

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 (\$)
---------	---------	------------------	------	---------------	--------------	---------------	--------------	--------------	-----------------	--------------------

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 (\$)
Change Order 1	15	F&I Cleanout 8" Dia PVC	EA	0	0	0	1	1	\$1,279.74	\$1,279.74
	16	Connect Sewer Service	EA	0	0	0	2	2	\$6,741.43	\$13,482.86
	17	F&I CS & Box 2" Dia	EA	0	0	0	1	1	\$3,112.77	\$3,112.77
	18	F&I Crushed Conc -6" Thick	SY	0	0	0	8	8	\$1,489.08	\$11,912.64
	19	Special Bid Item A	LS	0	0	0	1	1	\$3,255.33	\$3,255.33
Change Order 1 Sub Total										\$33,043.34

Summary.

Source Of Funding	Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, Prairie Dog Funds, and Special Assessments	
Net Amount Change Order # 1 (\$)		\$33,043.34
Previous Change Orders (\$)		\$0.00
Original Contract Amount (\$)		\$4,107,126.09
Total Contract Amount (\$)		\$4,140,169.43

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

APPROVED

For Contractor

Title

Rich Oshel
 Project Manager
 05-31-24

APPROVED DATE

Department Head

Mayor

Attest

T-Rell

June 6, 2024

22

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

Re: Declare protest insufficient for Improvement District No. AN-24-B

Dear Commissioners:

Improvement District No. AN-24-B was created by City Commission on April 29, 2024, and the resolution declaring the improvements necessary was first advertised on May 8, 2024. NDCC 40-22-17 states that "within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof".

Typically, the determination of sufficiency occurs at the same time City Commission considers Engineering's recommendation to award, or reject, a construction contract for improvements. However, due to a change in the original bid opening date, bids for the project have not been opened yet. No protests were received, and to ensure compliance with Century Code, Engineering requests that City Commission take action to determine protests as insufficient.

Recommended Motion

Declare protests insufficient for Improvement District No. AN-24-B.

Sincerely,



Tom Knakmuhs, PE
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

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

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

23

New Paving and Utility Construction

Improvement District No.

BN-24-C

Call For Bids	<u>June 10</u>	, <u>2024</u>
Advertise Dates	<u>June 19 & 26</u>	, <u>2024</u>
Bid Opening Date	<u>July 17</u>	, <u>2024</u>
Substantial Completion Date	<u>July 15</u>	, <u>2025</u>
Final Completion Date	<u>August 14</u>	, <u>2025</u>

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

Project Engineer William Bayuk

Phone No. (701) 241-1545

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

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-24-C1

Type: Utility & Paving Infrastructure Request

Location: Selkirk Second Addition

Date of Hearing: 6/3/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/10/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding an infrastructure request for Selkirk Second Addition.

We have reviewed the requirements for infrastructure requests and the Developer has met four of the seven requirements. The three remaining items are as follows:

- Plat Approval, including recordation
- Execution of the Special Assessment Security Agreement
- Letter of Credit.

Staff is recommending approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer



**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-C
SELKIRK PLACE 2ND ADDITION**

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement and incidentals on Belding Drive South from 33rd Street South to 67th Avenue South, on 33rd Street South just north of Belding Drive South to 67th Avenue South, and on 32nd Street South 100' south of 66th Avenue South to 67th Avenue South.

Purpose

This project is to provide infrastructure for new residential housing in Selkirk Place Second Addition and complete the connectivity of Selkirk Place Second Addition to Selkirk Place First Addition as requested by the Developer.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$3,890,412.99. The cost breakdown is as follows:

LOMR - Developer Funded

Construction Cost		\$186,037.50
Fees		

Admin	0%	\$0.00
Contingency	0%	\$0.00
Engineering	4%	\$7,441.50
Interest	0%	\$0.00
Legal	0%	\$0.00

Total Estimated Cost		\$193,479.00
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Funding

LOMR - Developer Funded	100.00%	\$193,479.00
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Cass Rural Water

Construction Cost		\$544,116.24
Fees		

Admin	4%	\$21,764.65
Contingency	5%	\$27,205.81
Engineering	10%	\$54,411.62
Interest	4%	\$21,764.65
Legal	3%	\$16,323.49

Total Estimated Cost		\$685,586.46
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Funding


Cass Rural WUD Funds	100.00%	\$685,586.46
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Special Assessments		
Construction Cost		\$3,160,259.25
Fees		
Admin	4%	\$126,410.37
Contingency	5%	\$158,012.96
Engineering	10%	\$316,025.93
Interest	4%	\$126,410.37
Legal	3%	\$94,807.78
Total Estimated Cost		\$3,981,926.66
Funding		
Special Assessments	100.00%	\$3,981,926.66

Project Funding Summary		
LOMR - Developer Funded	3.98%	\$193,479.00
Special Assessments	81.92%	\$3,981,926.66
Cass Rural WUD Funds	14.10%	\$685,586.46
Total Estimated Project Cost		\$4,860,992.12

We believe this project to be cost effective.





 Thomas Knakmuhs, PE
 City Engineer

**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-C
SELKIRK PLACE 2ND ADDITION**

LOCATION:

On 33rd Street South between 200' southwest of 66th Avenue South and 67th Avenue South.

On Belding Drive South between 33rd Street South and 67th Avenue South.

On 32nd Street South between 100' south of 66th Avenue South and 67th Avenue South.

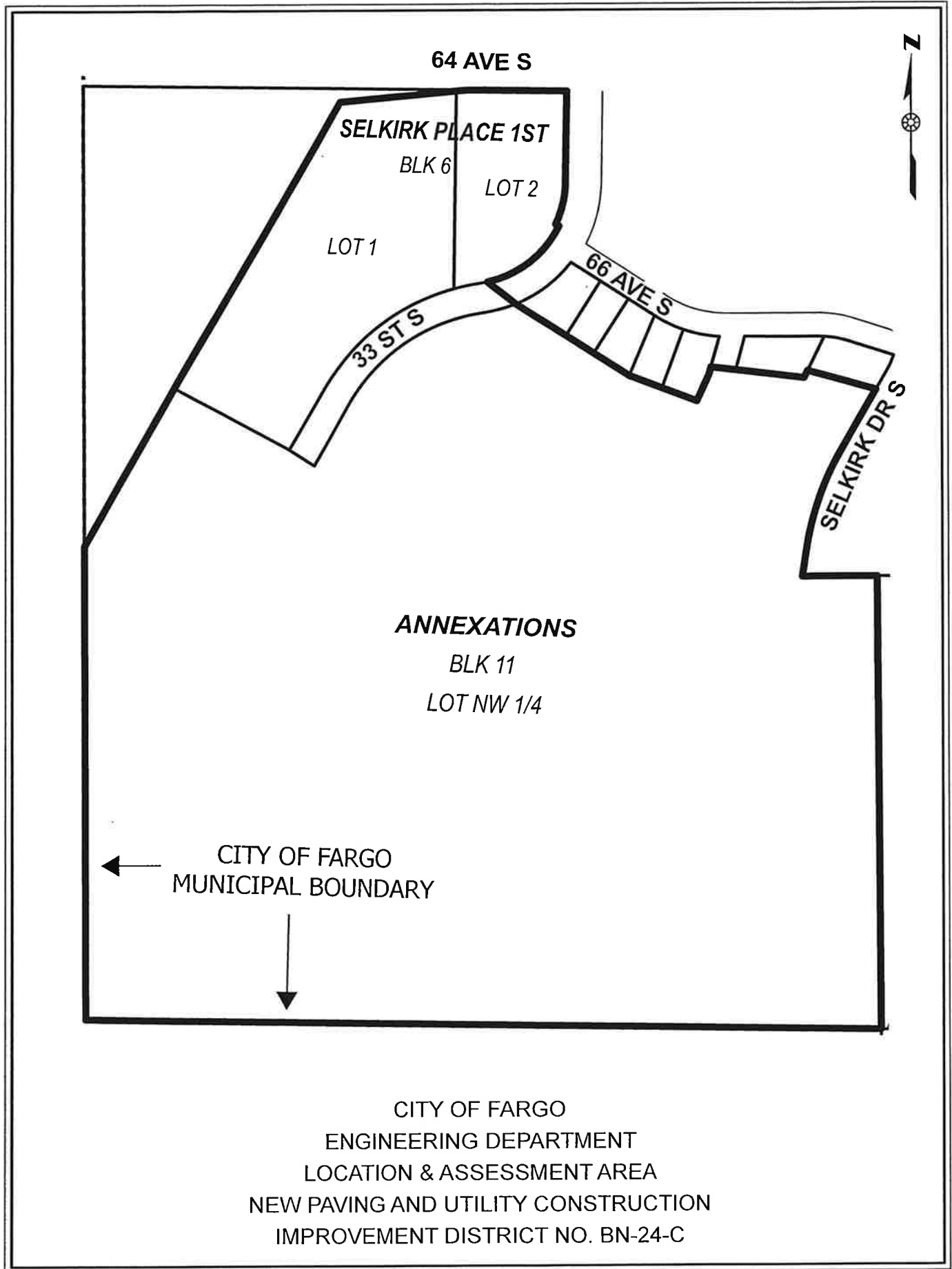
On 67th Avenue South between 33rd Street South and 150' east of 32nd Street South.

COMPRISING:

The unplatted land in the Northwest Quarter Section 11, Township 138 North, Range 49 West, less Selkirk Place 1st Addition Plat.

Lots 1-2, Block 6, Inclusive.

All platted within Selkirk Place First Addition.



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-C



Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DIVISION CHIEF TIM BINFET

DATE: FEBRUARY 29, 2024

SUBJECT: FIRE STATION 5 RENOVATION TASK ORDER AMENDMENT

In February the Commission approved a Task Order with KLJ Engineers to begin design work for a renovation of Fire Station 5. During the course of the design process a few additional items need to be added to the scope of work. The additional items are:

- Relocation of generator to exterior of the building
- Installation of new fire suppression line exterior to the building
- Routing fiber from 38th St and 13 Ave to the station.

The additional work needing to be added will result in a \$16,840 increase to the original \$248,100 budget. This brings the cost of the task order to \$264,940.

RECOMMENDED MOTION:

Approve Amendment #1 to RFP24010 Task Order No. 1 in the amount of \$16,840 for services of construction documents, bidding, and construction administration in the master service agreement between the City of Fargo and KLJ \$264,940.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
KLJ# 2404-00262
Amendment No. 1

Background Data

- a. Effective Date of Engineer-Owner Agreement: February 23, 2024
- b. Engineer: KLJ Engineering LLC
- c. Owner: City of Fargo
- d. Project: Fire Stataion No. 5 Renovations
- e. This Part of the Project: Additional Design Services (Generator, Fire Suppression Line, Fiber)

Nature of Amendment (check all that apply)

- Additional services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications to payment to Engineer
- Modifications to time(s) for rendering Services

Description of Modifications:

Civil Engineering (KLJ) – The extents of the fiber connection have changed from what was originally discussed during the preliminary design phase. The original connection point was at 42nd Street and 9th Avene in Fargo. KLJ has since been informed the connection will need to be placed at 38th Street and 13th Avenue. In addition, a new fire suppression line will need to be run to the building. This will require additional site work for the demolition and installation of the line.

Electrical Engineering (EAPC) – The city has requested the existing generator be replaced with a new generator. The new generator will be placed exterior to the building whereas the original was interior to the building. The new generator will be designed for 36 hour run time at 50% capacity. Design will

be verified to ensure it will run the lights, power in the kitchen/living room, captains office, and app bay.

The schedule has been adjusted to the dates provided below to accommodate these changes.

Final Construction Documents:	June 28, 2024
Advertise for Bid:	July 10, 2024
Bid Opening:	July 31, 2024
Award:	August 5, 2024
Construction:	September 2024 – August 2025

Agreement Summary

a. Original agreement amount:	\$248,100
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$16,840
d. Adjusted Agreement amount:	\$264,940

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 3, 2024.

ENGINEER: KJ Engineering LLC

OWNER: City of Fargo



By: Luke LaLiberty

By: Timothy Mahoney

Title: Associate VP Municipal

Title: Mayor

Date Signed: June 5, 2024

Date Signed: _____



32

Memorandum

DATE: June 10, 2024
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Public Hearing Request 909 4TH ST N, Fargo, ND 58102

The property owner of 909 4TH ST N, Fargo, ND 58102 Noah Gunderson have failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set 5:15 pm Monday, June 24, 2024 as the time and date for the hearing regarding the dangerous building order for the structure at 909 4TH ST N, Fargo, ND.**



33

Memorandum

DATE: June 10, 2024
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Notice and Order at 1449 4 Ave S, Fargo, ND

The property owner of 1449 4 Ave S, Fargo, ND Lori Jill Eveland has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:15 pm Monday, June 24, 2024 as the time and date for the hearing regarding the dangerous building order for the structure at 1449 4 Ave S, Fargo, ND.**



June 6, 2024

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

Dear Commissioners;

The Electronic Communications Policy (200-016) hasn't been updated for a long time.

There are numerous cybersecurity frameworks that the City of Fargo is aligned with. Below is a list of the Required and the Voluntary frameworks that the City of Fargo aligns with:

Required Frameworks:

- PCI DSS (Payment Card Industry Data Security Standard),
- HIPAA (Health Insurance Portability and Accountability Act),
- PII (Personally Identifiable Information),
- CJIS (Criminal Justice Information Services),
- CPG (Cross-Sector Cybersecurity Performance Goals)

Voluntary Frameworks:

- CIS CSC (Center for Internet Security Critical Security Controls),
- NIST CSF (Cybersecurity Framework),
- NIST Privacy Framework

These cybersecurity frameworks, along with industry best practices, have been incorporated into the updated Electronic Communications (200-016) Policy and associated policies.

Suggested Motion:

Move to approve the update to the Electronic Communications (200-016) Policy.

Thank you,



Ron Gronneberg
CIO

CITY OF FARGO EMPLOYMENT POLICY NO. 200-016

Electronic Communications

Date Approved: 5/18/98

Date Issued: 5/18/98

Date Revised: 6/4/24

The City of Fargo is committed to the utilization of new technologies and provides a variety of electronic tools including, but not limited to: Internet, Email, computers, mobile devices, file storage, and telephones to those jobs depend on this technology. Employee access to and use of these electronic tools is intended for business-related purposes.

The City of Fargo faces the challenge of making maximum use of the benefits of such technologies, meeting legal requirements for access to information, and providing necessary security precautions to protect data and minimize downtime.

This policy applies to all employees, volunteers, contractors, consultants, and other individuals who have access to resources provided by City of Fargo for City business.

EMPLOYEE RESPONSIBILITIES

1. EMPLOYEE REQUIREMENTS

The first line of defense in data security is City of Fargo employees. They are responsible for the security of all data & property which may come to them in whatever format.

- a) **Information Services: Security Policy and Procedures** – Employee should follow all the security processes as established by IS in the “*Security Policy and Procedures*” document. This document provides details relating to security requirements and standards.

<https://intranet.cityoffargo.com/departments/information-services.policies-procedures/>

- b) **Wear Identifying Badge** so that it may be easily viewed by others.
- c) **Unattended Computers** – City of Fargo policy states that all computers will have the automatic screen lock function set to automatically activate upon fifteen (15) minutes of inactivity. Employees are not allowed to take any action which would override this setting. Employees are encouraged to “Lock” or “Log off” their computers when away from their desk/office areas.
- d) **Software on City Issued Devices** – Only software approved by and /or purchased by the Information Services Department is permitted to be installed on the City of Fargo computers. Employees are permitted to install apps on smartphones and individual tablets as approved by their supervisors.

2. INTERNATIONAL TRAVEL

All the cell and smart phones will work during international travel. International travel includes travel to Canada and Mexico. Travel near the border can sometimes connect with a tower outside the country and still be considered international travel.

If you are traveling internationally and planning on taking your work phone, MiFi, or tablet with a data plan, **you should contact the IS Department prior to travel to identify what steps to take to ensure there are not significant roaming charges on these devices due to the international travel.**

3. PROHIBITED ACTIVITIES

Personnel are prohibited from the following activities. The list is exclusive. Other prohibited activities are referenced elsewhere in this document.

- a) **After hours use.** All nonexempt employees are prohibited from using email or other electronic media to perform work for the City of Fargo outside of normal work hours without the permission of their supervisor.
- b) **Crashing an information system.** Deliberately crashing or disabling an information system is strictly prohibited.
- c) **Tampering:** Attempting to break into an information resource or to bypass a security feature is prohibited. This includes powering off or disabling shared resources.
- d) **Malware and Viruses:** Introducing, or attempting to introduce, computer viruses, Trojan horses, peer-to-peer ("P2P") or other malicious code into an information system.
 - a. Exception: Authorized Information Services (IS) support personnel, or others authorized by the IS, may test the resiliency of a system. Such personnel may test for susceptibility to hardware or software failure, security against hacker attacks, and system infection.
- e) **Access to Data:** The willful, unauthorized access or inspection of confidential or sensitive information to which you have not been approved on a "need to know" basis is prohibited. The City of Fargo has access to patient level health information which is protected by HIPAA regulations which stipulate a "need to know" before approval is granted to view the information. The purposeful attempt to look at or access information to which you have not been granted access by the appropriate approval procedure is strictly prohibited.
- f) **Personal or Unauthorized Software.** Use of personal software is prohibited. All software installed on City of Fargo computers must be approved by the IS Department. The only exception is smartphones and individual tablets. Software or apps installed on phones and tablets do not need to be approved by IS (however a supervisor should approve any apps before install). Exceptions to this are phones or tablets enrolled with IS device management software, such as Jamf, where IS may need to approve apps prior to install.
- g) **Software Use. Violating or attempting to violate the terms of use or license agreement of any software product used by the City of Fargo is strictly prohibited.**
- h) **System Use.** Engaging in any activity for any purpose that is illegal or contrary to the policies, procedures or business interests of the City of Fargo is strictly prohibited.

4. ELECTRONIC COMMUNICATION, E-MAIL, INTERNET USAGE & STORAGE

As a productivity enhancement tool, the City of Fargo encourages the business use of electronic communications. However, all electronic communication systems and all messages generated on or handled by City of Fargo owned equipment are considered the property of the City of Fargo – not the property of individual users. Consequently, this policy applies to all City of Fargo employees and contractors, and covers all electronic communications including, but not limited to, telephones, e-mail, voice mail, instant messaging, Internet, fax, personal computers, and servers.

City of Fargo provided resources, such as individual computer workstations or laptops, servers, tablets, phones, networks, e-mail, and Internet software and services are intended for business purposes. However, incidental personal use is permissible as long as:

- 1) It is performed during breaks or it does not consume more than a trivial amount of employee work time or resources,
- 2) the employee understands the limited availability of these resources. For example, e-mail access will not be available for employees that are suspended or terminated.
- 3) it does not interfere with staff productivity,
- 4) it does not preempt any business activity,
- 5) it does not violate any of the following:
 - a) Inappropriate websites – This includes, but is not limited to, pornographic websites and sexually explicit websites.
 - b) Copyright violations – This includes the act of pirating software, music, books and/or videos or the use of pirated software, music, books and/or videos and the illegal duplication and/or distribution of information and other intellectual property that is under copyright.
 - c) Illegal activities – Use of information resources for or in support of illegal purposes as defined by federal, state or local law is strictly prohibited.
 - d) Commercial use – Use of information resources for personal or commercial profit is strictly prohibited.
 - e) Political Activities – All political activities are strictly prohibited on City of Fargo premises. The city encourages all of its employees to vote and to participate in the election process, but these activities must not be performed using city assets or resources.
 - f) Harassment – The City of Fargo strives to maintain a workplace free of harassment and that is sensitive to the diversity of its employees. Therefore, the City of Fargo prohibits the use of computers, e-mail, voice mail, instant messaging, texting and the Internet in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is strictly prohibited. Other examples of misuse include, but are not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassing, discriminatory, derogatory, defamatory, threatening or showing disrespect for others.
 - g) Junk E-mail - All communications using IT resources shall be purposeful and appropriate. Distributing “junk” mail, such as chain letters, advertisements, or unauthorized solicitations is prohibited. A chain letter is defined as a letter sent to several persons with a request that each send copies of the letter to an equal number of persons. Advertisements offer services from someone else to you. Solicitations

are when someone asks you for something. If you receive any of the above, delete the e-mail message immediately. Do not forward the e-mail message to anyone.

Monitoring:

All electronic communications and browsing activity is monitored by security equipment and subject to review by IS and/or department heads.

Awareness Training

Periodically, security related training will be offered. Employees are expected to review IS Awareness e-mails and attend the periodic security training.

Off-boarding

All City of Fargo employees will return their City ID badge, computer equipment, tablets, phones, and related hardware as part of their off-boarding from the city of Fargo.

Suspension

All City of Fargo employees will turn in their City ID badge, computer equipment and related hardware during the time of their suspension, with or without pay.

North Dakota Open Records

All City of Fargo employees and contractors should be aware that all electronic communications including, but not limited to, telephones, e-mail, voice mail, instant messaging, Internet, fax, personal computers, and servers are subject to North Dakota Open Records requests. The Communications and Government Affairs team handles the processing of all open records requests.

Confidentiality Form

RESPONSIBILITY OF CONFIDENTIALITY

I understand and agree to maintain and safeguard the confidentiality of privileged information of City of Fargo. Further, I understand that any unauthorized use or disclosure of information residing on the City of Fargo information resource system may result in disciplinary action consistent with the policies and procedures of federal, state, and local agencies.

I have read the City of Fargo Electronic Communications Policy and agree to abide by it as consideration for my continued employment by the City of Fargo. I understand that violation of any of the above policies may result in disciplinary action, up to and including termination of employment.

Date

Signature

Department



(35)

MEMORANDUM

TO: City Commission

FROM: Donald Kress, Current Planning Coordinator 

DATE: June 6, 2024

SUBJECT: Termination of Consent Party Rights---Golden Valley Third Addition

Attached is a document prepared by the City Attorney's office titled "Termination of Consent Party Rights of the City of Fargo." This relates to a City requirement for the Golden Valley Third Addition subdivision, a 44-lot residential subdivision approved by the City Commission in 2020. This subdivision included a lot designated as a private park, to be owned by the homeowners' association (HOA). This lot was platted as Lot 2, Block 2, of Golden Valley Third Addition. The City created wording that was included in the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges ("Declaration") for the HOA that clearly defined the HOA's obligations to pay taxes on and maintain the HOA-owned park lot, and to provide the City a course of action to continue to collect taxes and maintain these lots should the HOA fail to do so. This language appears in Article V.1.c.i-iii, HOA Pocket Park, of the declaration.

This HOA-owned park lot was later replatted into a residential lot in the Golden Valley Fifth Addition, so the park lot no longer exists. Thus, the wording related to the HOA's obligations to pay taxes on and maintain the HOA-owned park lot is no longer required. The attached document, which will be recorded, waives and terminates the City's powers and rights relating to this now non-existent park in the declaration.

(reserved for recording data)

TERMINATION OF CONSENT PARTY RIGHTS
OF THE
CITY OF FARGO

This Termination of Consent Party rights (the "Termination") is made by the City of Fargo (the "City") in order to waive and forever terminate certain rights granted to the City under the terms of the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges of Golden Valley Third Addition.

1. Background.

A. The City was granted certain rights and is identified as the Consent Party in the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges and Statement of Addition of Golden Valley Third Addition ("Declaration"), dated June 1, 2020 and recorded June 11, 2020 at 1:40 p.m. as Document No. 1593679, covering the following described real property:

Lots 1-11, Block 1; Lot 1, Block 2; Lots 1-20, Block 3; Lots 1-12, Block 4; Golden Valley Third Addition to the City of Fargo, Cass County, North Dakota.

B. Under the Declaration, the City was granted certain rights and powers pursuant to Article V(1)(c)(i-iii) with regard to a pocket park and its maintenance planned for Golden Valley Third Addition.

- C. The Golden Valley Third Addition lots were replatted by the plat of Golden Valley Fifth Addition recorded May 27, 2021 at 12:14 p.m. as Document No. 1633800 and by the plat of Golden Valley Seventh Addition recorded July 11, 2023 at 2:53 p.m. as Document No. 1692988.
- D. As a consequence of the aforementioned replats, the intended Pocket Park (Lot 2, Block 2, Golden Valley Third Addition) concept was abandoned. Consequently, the purpose of the City's consent is no longer required.

2. Termination of Consent Rights. The City, by the terms of this Consent, hereby waives and terminates the powers and rights granted to it in the Declaration, and the City shall have no further rights or powers under the terms of the Declaration.

Dated: _____, 2024.

City of Fargo, a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

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

On _____, 2024 before me a Notary Public, within and for said County and State, personally appeared Timothy Mahoney, M.D., and Steven Sprague, the Mayor and City Auditor, respectively, of the City of Fargo, North Dakota to me known to be the persons who executed the foregoing document and acknowledged that they executed the same as their free act and deed and for the purposes therein expressed.

(SEAL)

Notary Public

36

MEMORANDUM

TO: Honorable Board of City Commissioners

FROM: Jen Pickett, Recycling Supervisor
Scott Olson, Solid Waste Utility Director

RE: Household Hazardous Waste Facility – Contract Extension

DATE: May 29, 2024

The Solid Waste Department issued an RFP in 2021 for electronics recycling services as well as chemical recycling with the contracts being awarded to Recycle Technologies, LLC (formally Green Lights Recycling) for the electronics collection and recycling and Clean Harbors, LLC for the chemical collection and recycling. Each contract had a 3 year term with an option to extend for an additional 3 years if both parties agree. Each respective company have held similar contracts for 15 plus years.

Both contracts are set to expire May 31, 2024. Solid Waste is seeking permission to extend each contract for an additional 3 years. The impact to the budget will be minimal with estimated additional \$1800 based on quantities recycled in 2023.

Both parties, Recycle Technologies, LLC and Clean Harbors, LLC have agreed to a contract extension ending May 31, 2027.

SUGGESTED MOTION

Approve a three-year contract extension for electronics recycling services with Recycle Technologies, LLC and chemical recycling with Clean Harbors, LLC.



Division of Solid Waste

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

EXTENSION OF HOUSEHOLD HAZARDOUS WASTE SERVICES AGREEMENT

The City of Fargo, North Dakota and Clean Harbors Environmental Service, Inc. ("Clean Harbors") are parties to an agreement dated June 1, 2024 for household hazardous waste services ("Agreement") and

Whereas, the parties seek to extend the Agreement for an additional period of time;

Now therefore, the parties hereby agree to extend the Agreement taking effect on June 1, 2024 and continuing through May 31, 2027

All other terms and conditions present in the agreement dated June 1, 2021 shall remain in full force and effect.

Agreed to this the 20 day of May 2024.

City of Fargo, North Dakota

Clean Harbors Environmental Services, Inc.

By:

By:

Signature

DocuSigned by:
Vincent J Van Engelenburg

Signature

Title

District Vice President

Title

Attachment: Revised Price List

Commercial/Residential Service 701-241-1449	Household Hazardous Waste 701-281-8915	Landfill 701-282-2489	Recycling 701-298-6944	Roll-off Service 701-241-1449
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Web Site: www.cityoffargo.com/solidwaste



Division of Solid Waste

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

**EXTENSION OF HOUSEHOLD HAZARDOUS
WASTE SERVICES AGREEMENT**

The City of Fargo, North Dakota and Recycle Technologies, Inc. ("Recycle Technologies") are parties to an agreement dated June 1, 2024 for household hazardous waste services ("Agreement") and

Whereas, the parties seek to extend the Agreement for an additional period of time;

Now therefore, the parties hereby agree to extend the Agreement having effect on June 1, 2024 and continuing through May 31, 2027

All other terms and conditions present in the agreement dated June 1, 2021 shall remain in full force and effect.

Agreed to this the _____ day of _____ 2024.

City of Fargo, North Dakota

Recycle Technologies, Inc. By:

By:

Signature

[Handwritten Signature]
Director of Business Development

Signature

Title

Title

Commercial/Residential Service
701-241-1449

Household Hazardous Waste
701-281-8915

Landfill
701-282-2489

Recycling
701-298-6944

Roll-off Service
701-241-1449

Web Site: www.cityoffargo.com/solidwaste



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

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June 6, 2024

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

Subject: Advertisement for Bid – Project WA2404 – Lime Softening WTP Pretreatment Bypass

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA2404: Lime Softening WTP Pretreatment Bypass. The project will install raw water flow control piping and valves to divert Red River water straight to the softening process instead of through a pretreatment process. This is part of an innovative operational strategy to avoid some large future capital costs to the Water Utility, which helps with water rates for all customers (Fargo and Regional).

Fund for Project WA2404 was included in the 2024 budget and will be cash funded with Infrastructure Sales Tax (Fund 450).

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2404, Lime Softening WTP Pretreatment Bypass.

REPORT OF ACTION

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UTILITY COMMITTEE

Project No: WA2055

Type: Ozone Improvements – Task Order Amendment

Location: Water Treatment Plant Campus (435 14th Avenue South)

Date of Hearing: 5/15/2024

Routing.....	Date
City Commission	6/10/2024
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding Amendment No. 1 for Apex Engineering Group (Apex) Task Order No. WA06 for Project WA2055. The task order amendment is in the amount of \$48,885 as an increase. Due to materials delays with Covid-19 and other factors, the contractor is late in project delivery for the ozone improvements. The original substantial completion date was March 4, 2022. While the ozone project is mostly complete, there is engineering work remaining for close out and to produce as-built drawings.

Primary drivers for this ozone project were treatment cost efficiency and reduced dependence on liquid oxygen delivery from the Twin Cities (system resiliency). The Water Treatment Plant is currently experiencing these benefits. Project WA2055 – including Apex Task Order No. WA06 – is being funded through a low-interest State Revolving Fund loan. This task order amendment also included an extension in time of service to November 29, 2024.

MOTION:

On a motion by Mark Miller, seconded by Dan Portlock, the Utility Committee voted to approve Amendment No. 1 to Apex Task Order #WA06 for a cost increase of \$48,885 and extended service time to November 29, 2024.

COMMITTEE:	Present	Yes	No	Unanimous
				X Proxy
Denise Kolpack, City Commissioner				
Susan Thompson, Finance Director		X		
Brian Ward, Water Plant Supt.		X		
Mark Miller, Wastewater Plant Supt.		X		
Bruce Grubb, Temp. Asst. City Administrator		X		
Scott Liudahl, City Forester		X		
James Hausauer, Water Recl. Utility Director		X		
Troy Hall, Water Utility Director		X		
Ben Dow, Public Works Operations Director		X		
Tom Knakmuhs, City Engineer		X		
Dan Portlock, Water Utility Engineer		X		
Scott Olson, Solid Waste Utility Director		X		

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM
May 10, 2024

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBK*

Re: Apex Task Order No. WA06 Amendment – Ozone Improvement Construction Phase Services

Attached, please find a proposed task order amendment with Apex for engineering services related to ozone improvements construction inspection. This is Project WA2055. Due to a variety of reasons including materials delays, this project is over two (2) late for substantial completion with original substantial completion date of March 4, 2022. The added cost for the task order amendment is \$48,885. Additional major tasks remaining are as follows;

- Piping Insulation Installation
- Testing of second Electric Vaporizer
- Drawings for NDDEQ for additional piping installed by separate specialty contractor.
- Project Closeout and Record Drawings
- Final Inspection NDDEQ and Final Paperwork for SRF



Pictured is some of piping and equipment installed by a specialty contractor to vent Liquid Oxygen (LOX) tank pressure for use in ozone generation (treatment cost efficiency). Apex needs to generate drawings for the North Dakota Department of Environmental Quality (NDDEQ).

One of the overarching objectives of Project WA2055 was to improve treatment cost efficiency. A Vacuum Swing Adsorption (VSA) system installed under this project had a net annual treatment cost reduction of about \$60,000 annually. There is additional optimization for treatment cost improvements to be completed in the future. Project WA2055 has given WTP staff some of the tools toward additional optimization for treatment cost and water quality.

The following summarizes the construction services task order costs:

- Original agreement amount: \$193,900
- Net change for prior amendments: \$0
- This amendment amount: \$48,885
- Adjusted Agreement amount: \$242,785

Plan of Financing

Project WA2055 is funded through a low interest State Revolving Fund (SRF) loan.

SUGGESTED MOTION:

Approve Task Order No. WA06 Amendment with Apex Engineering Group in the amount of \$48,785 for additional construction services on Project WA2055.

Your consideration in this matter is greatly appreciated.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 1, 2021**.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1 – Task Order No. WA06

Owner: **City of Fargo – Water Division**
Engineer: **Apex Engineering Group, Inc.**
Project: **Ozone System Improvements – Construction Phase Services**
Effective Date of Task Order WA06 Agreement: **August 1, 2021**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The Contract Documents called for Substantial Completion to be achieved on March 4, 2022 and for Final Completion to be achieved on April 2, 2022. The Construction Phase was significantly delayed due to equipment procurement issues, supply issues, and start-up issues. In addition, operational changes at the water treatment plant led to additional work being needed to make the system function as desired. This work was completed by City staff and needs to be documented and submitted to NDDEQ. This Amendment accounts for the additional effort and reimbursable expenses that have been or reasonably will be necessary to complete Construction Phase services and Additional Services, as follows:

- *Project Management*
- *Additional Construction Phase Services*
- *Design Phase & Drawing Preparation*

As of the date of this Amendment, the following major tasks remain:

- *Piping Insulation Installation*
- *Testing of second Electric Vaporizer*
- *Development of Drawings for NDDEQ of additional piping and equipment installed by City staff.*
- *Project Closeout and Record Drawings*
- *Final Inspection NDDEQ and Final Paperwork for SRF*

Agreement Summary:

Original agreement amount:	\$193,900
Net change for prior amendments:	\$0
This amendment amount:	\$48,885
Adjusted Agreement amount:	\$242,785

Change in time for services: Extended to November 29, 2024

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is: **May 1, 2024**

Owner
City of Fargo – Water Division

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Engineer
Apex Engineering Group, Inc.

(typed or printed name of organization)

By: _____
(individual's signature)

Date: May 6, 2024
(date signed)

Name: **Timothy J. Paustian, PE**
(typed or printed)

Title: **Vice President**
(typed or printed)