

FARGO CITY COMMISSION AGENDA
Tuesday, May 30, 2023 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene at 4:30 p.m. and retire into Executive Session for the purpose of attorney consultation pertaining to 501 Main Avenue. To discuss the risks, strengths or weaknesses of an action of the public entity in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City of Fargo. Thus, an Executive Session for said matters is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 2.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 15, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Amending Section 1-0305(C)(7) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
- 2. 2nd reading and final adoption of an Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code; 1st reading, 5/15/23.
- 3. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Dakota Commerce Center North Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 5/15/23.
- 4. 2nd reading and final adoption of an Ordinance Annexing a Certain Parcel of Land Lying in a Portion of the Northeast Quarter of Section 15, Township 140 North, Range 49 West of the 5th Principal Meridian in Cass County, North Dakota; 1st reading, 5/15/23.
- 5. Property Damage Release with Justin Bremer and Progressive Northwestern Insurance Company.
- 6. Applications for Games of Chance:
 - a. El Zagal Provost Gaming for a sports pool from 9/10/23 to 12/17/23.
 - b. Villa Nazareth DBA CHI Friendship for a raffle on 10/13/23.

- FM AM Rotary for a sports pool from 9/11/23 to 2/11/24.
 - d. Nordic Culture Clubs for a raffle on 6/23/23.
 - e. Vietnam Veterans of America Chapter 941 for a calendar raffle from 8/1/23 to 8/31/23.
 - f. River Keepers for a raffle on 6/12/23.
 - g. Scottish Rite Holding Company for a raffle on 11/19/23.
 - h. UND Alumni Association & Foundation for a raffle on 6/28/23.
7. Site Authorizations for Games of Chance:
- a. Northern Prairie Performing Arts at SouthTown PourHouse.
 - b. Northern Prairie Performing Arts at Windbreak Lounge.
 - c. Sharehouse, Inc. at Baymont Inn/Alibi Lounge and Casino.
 - d. Sharehouse, Inc. at Bismarck Tavern.
 - e. Sharehouse, Inc. at Rick's Bar.
 - f. Sharehouse, Inc. at The RoundUp Saloon.
 - g. Sharehouse, Inc. at Woody's.
 - h. Team Makers Club, Inc. at Holiday Inn.
 - i. American Gold Gymnastics, Inc. at The Box.
 - j. Fargo Youth Hockey Association at Buffalo Wild Wings – 42nd.
 - k. Fargo Youth Hockey Association at Buffalo Wild Wings – 19th.
 - l. Fargo Youth Hockey Association at Dogleg North.
 - m. Fargo Youth Hockey Association at H.A. Thompson & Sons Arena.
 - n. North Dakota Horse Park Foundation at Boiler Room.
 - o. Horse Race North Dakota at Labby's Bar & Grill.
 - p. Horse Race North Dakota at Edgewood Tavern.
 - q. Horse Race North Dakota at Sickie's Garage - Fargo.
 - r. Horse Race North Dakota at Chub's Pub.
 - s. Horse Race North Dakota at Sidestreet Grille & Pub.
8. Receive and file General Fund – Budget to Actual through April 2023 (unaudited).
9. Agreement with Liquid Hospitality, LLC d/b/a Windbreak Saloon.
10. Extension of a Class "A-8" Alcoholic Beverage License for BFG, Inc. d/b/a Borrowed Bucks Roadhouse until 12/31/23.
11. Developer Agreement with Dakota Commerce Center S, LLC.
12. Change Order No. 1 in the amount of \$85,174.00 and 2-calendar day extension to the substantial completion date to 10/2/23 for Improvement District No. BN-22-C1.
13. Bid award to Dakota Underground Company Inc. in the amount of \$3,930,816.24 for Improvement District No. BR-23-J1.
14. Permanent Easement (Electrical Utilities) with Cass County Electric Cooperative.
15. Agreement Regarding Deferral of Special Assessments with North Fargo Land, LLC (Project No. UN-23-A1).
16. Agreement for Permanent Easement (Water Main Easement) and Easements (Temporary Construction Easement) with North Fargo Land, LLC and ARD Properties, LLC (Project No. UN-23-A1).

18. Memorandum of Offer to Landowner for Permanent and Temporary Easements with Donald O. Tessmer (Project No. SN-23-B0).
19. Bid award to Northstar Safety Inc. in the amount of \$884,857.00 for Project No. TM-23-A1.
20. Bid awards for Project No. WA2255:
 - a. General construction contract to PKG Construction, Inc. in the amount of \$2,126,900.00.
 - b. Electrical construction contract to Sun Electric, Inc. in the amount of \$159,468.00.
21. Bid advertisement for Project No. TR-23-A.
22. Window Retrofit Project Phase II at the Police Stations.
23. Agreement for Services with Metro Plains Management.
24. Purchase of Service Agreement with Kindred Public School District.
25. Purchase of Service Agreement with Central Cass Public School District.
26. Purchase of Service Agreement with the ND Department of Health and Human Services, Behavioral Health Division.
27. Extend the contract with Fargo Freightliner to purchase truck chassis (PBC T-647(5)).
28. Extension of the highway deicing salt contract with Compass Minerals America Inc. for the 2023-2024 snow season (RFP22068).
29. Contract and bond for Project Nos. NR-23-A3 and WA2217.
30. Contract and bond for Improvement District No. BR-23-F1.
31. Contract and bond for Improvement District No. PN-23-C.
32. Contract and bond for Improvement District No. PN-23-A1.
33. Bills.

REGULAR AGENDA:

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

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

35. **PUBLIC HEARING** – Application for a Class “H” Alcoholic Beverage License for Royal Buffet, Inc. d/b/a Royal Buffet to be located at 1620 32nd Avenue South, #500.
36. **PUBLIC HEARING** – Application for a Class “F” Alcoholic Beverage License for Lovely Grill, LLC d/b/a Lovely Grill to be located at 1324 25th Avenue South.

37. **PUBLIC HEARING** – Hearing on Community Development Block Grant (CDBG)/HOME Investment Partnerships Programs, 2023 HUD Action Plan Draft, Proposed Activities for 2023 and a Proposed Amendment to the 2021 HUD Action Plan.
38. **PUBLIC HEARING** – Plat of Cass County Corrections 2nd Addition (450 34th Street South; 502 28th Street South; 3309 Westrac Drive South); approval recommended by the Planning Commission on 1/3/23.
39. **PUBLIC HEARING** – Vacation Plat of a portion of 5th Avenue North adjacent to Block 24, Keeney & Devitts 2nd Addition (419 3rd Street North); approval recommended by the Planning Commission on 2/7/23.
40. **PUBLIC HEARING** – Plat of Betlock Addition (1722 2nd Street North); approval recommended by the Planning Commission on 2/7/23.
41. **PUBLIC HEARING** – Plat of 1001 NP Addition (1001 NP Avenue North and 11 11th Street North); approval recommended by the Planning Commission on 4/5/22.
42. **PUBLIC HEARING** – Renaissance Zone Projects for Great Plains NP Holdings, LLC and Northern Prairie Performing Arts for a new construction project at 602, 610, 636 and 650 Northern Pacific Avenue North.
43. **PUBLIC HEARING** – Hearing to consider a Development Plan and Agreement for Tax Increment Financing District No. 2023-02 (600 block of NP Avenue).
44. Recommendation for an extension to the NP Parking Garage Project.
45. Resolution of Annexation of a part of the SW Quarter of Section 28; of the Southeast Quarter of Section 29; and the Northeast Quarter of Section 32, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, containing approximately 80.40 acres, more or less, and set the date for the Hearing on the sufficiency of protests for July 10, 2023.
46. Presentation from Terry Effertz on the 2023 Legislative Session.
47. Presentation on Bottle Clubs and corkage fees.
48. Presentation on the Green Dot Training Program Sessions.
49. Presentation on the Noise and Vibration Study RFP.
50. Recommendation to select the “Dumbbell Interchange with Roundabout” Design for the I-29 and 40th Avenue North Interchange Project.
51. Liaison Commissioner Assignment Updates.

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

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

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

May 25, 2023

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

RE: Ordinance Amendment – Updating Missing Item

Dear Commissioners,

Enclosed is an ordinance amending Section 1-0305(C)(7) of the Fargo Municipal Code. Drag Racing was omitted from the penalty section, and this is merely a “clean up” change.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 1-0305(C)(7) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations..

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

Sincerely,



Nancy J. Morris

Enclosure

NJM/lmw

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305(C)(7)
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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 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 supersede 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 to reduce the penalty for possessing a firearm or dangerous weapon from a Class B misdemeanor to an Infraction in order to conform to state law;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305(C)(7) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.—

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-0317(B)(1), Drag Racing, Section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad

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crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0326 (urinating in public), section 25-1518A (selling/consuming alcohol in public), section 25-1518(B) (possessing/consuming alcohol in public building).

* * *

Section 2. Effective Date.

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

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

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(2)

AN ORDINANCE AMENDING SECTION 21.1-0102 OF ARTICLE 21.1-01
OF CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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 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 supersede 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 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby amended to added the following:

* * * *

Appendix AF Radon Control Methods of the International Residential Code as adopted in Section 21.1-0101 of the Fargo Municipal Code is hereby deleted in its entirety.

Section 331 Radon Control Methods is hereby added to Chapter 3 of the International Residential Code as adopted in Section 21.1-0101 as follows:

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SECTION 331

RADON CONTROL METHODS

SECTION R331 SCOPE

R331.1 General. This section contains requirements for new construction in jurisdictions where radon-resistant construction is required.

SECTION R331.2 DEFINITIONS

R331.2.1 General. For the purpose of these requirements, the terms used shall be defined as follows:

DRAIN TILE LOOP. A continuous length of drain tile or perforated pipe extending around all or part of the internal or external perimeter of a basement or crawl space footing.

RADON GAS. A naturally occurring, chemically inert, radioactive gas that is not detectable by human senses. As a gas, it can move readily through particles of soil and rock, and can accumulate under the slabs and foundations of homes where it can easily enter into the living space through construction cracks and openings.

SOIL-GAS-RETARDER. A continuous membrane of 6-mil (0.15 mm) polyethylene or other equivalent material used to retard the flow of soil gases into a building.

SUBMEMBRANE DEPRESSURIZATION SYSTEM. A system designed to achieve lower submembrane air pressure relative to crawl space air pressure by use of a vent drawing air from beneath the soil-gas-retarder membrane.

SUBSLAB DEPRESSURIZATION SYSTEM (Active). A system designed to achieve lower subslab air pressure relative to indoor air pressure by use of a fan-powered vent drawing air from beneath the slab.

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1 **SUBSLAB DEPRESSURIZATION SYSTEM (Passive).** A system designed to
2 achieve lower subslab air pressure relative to indoor air pressure by use of a vent
3 pipe routed through the conditioned space of a building and connecting the subslab
4 area with outdoor air, thereby relying on the convective flow of air upward in the
5 vent to draw air from beneath the slab.

6
7 **SECTION R331.3 REQUIREMENTS**

8 **R331.3.1 General.** The following construction techniques are intended to resist radon
9 entry and prepare the building for post-construction radon mitigation, if necessary (see
10 Figure R331.3.1). These techniques are required in areas where designated by the
11 jurisdiction. All potential entry routes, including but not limited to joints, penetrations,
12 gaps, cracks, and openings, shall be cleared of debris and sealed.

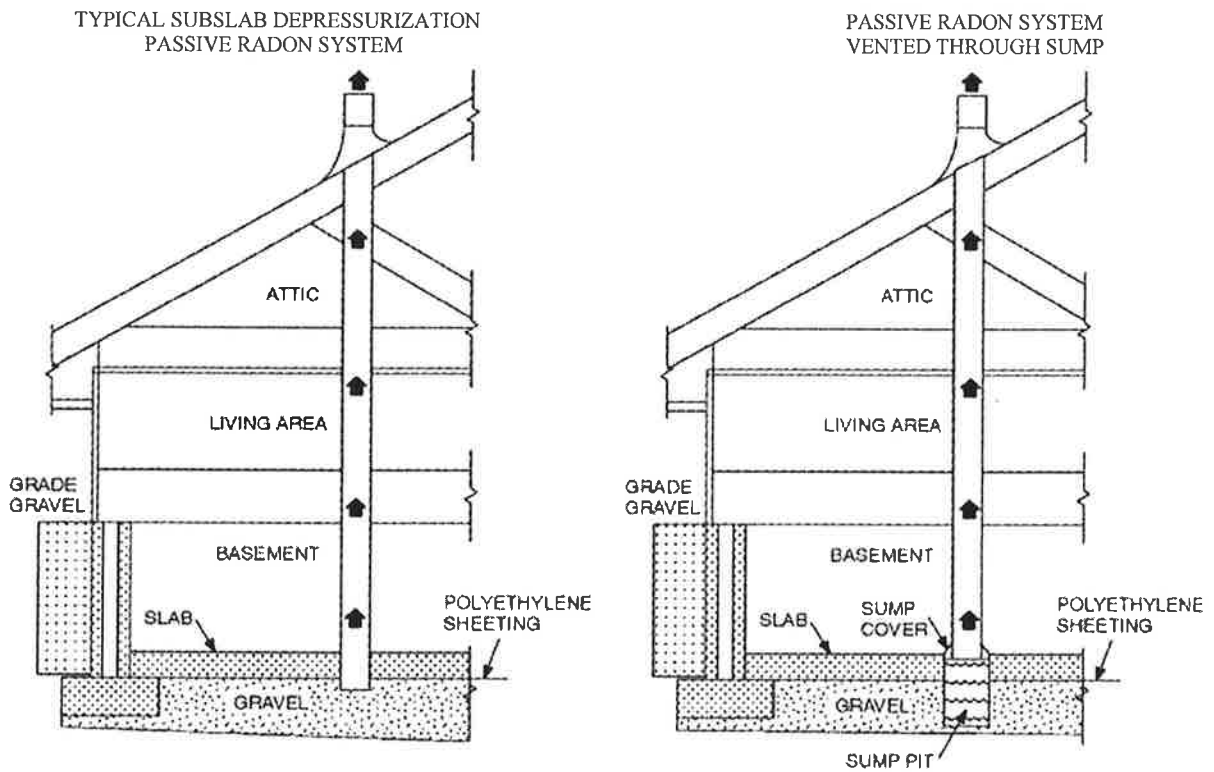
13 **R331.3.2 Subfloor preparation.** A layer of gas-permeable material shall be placed under
14 all concrete slabs and other floor systems that directly contact the ground and are within
15 the walls of the living spaces of the building, to facilitate future installation of a subslab
16 depressurization system, if needed. The gas-permeable layer shall consist of one of the
17 following:

- 18 1. A uniform layer of clean aggregate, not less than 4 inches (102 mm) thick. The
19 aggregate shall consist of material that will pass through a 2-inch (51 mm) sieve
20 and be retained by a 1/4-inch (6.4 mm) sieve.
- 21 2. A uniform layer of sand (native or fill), not less than 4 inches (102 mm) thick,
22 overlain by a layer or strips of geotextile drainage matting designed to allow the
23 lateral flow of soil gases.
3. Other materials, systems or floor designs with demonstrated capability to permit
depressurization across the entire subfloor area.

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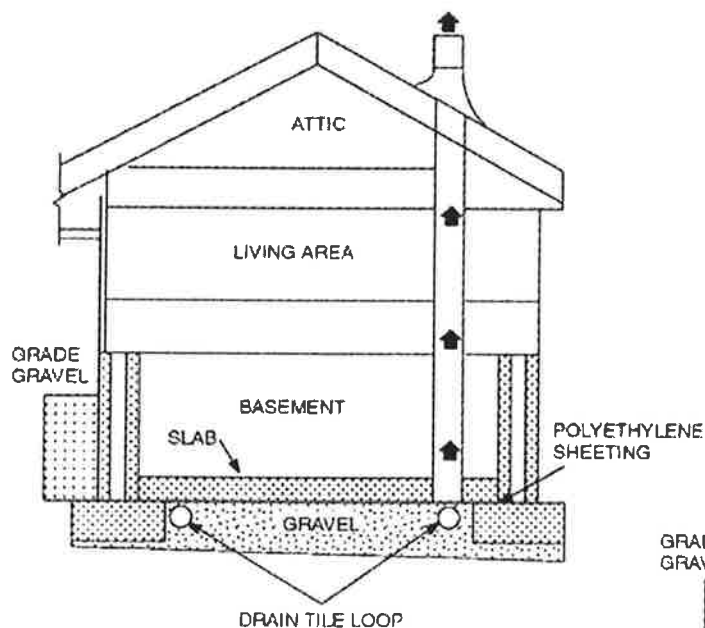
FIGURE R331.3.1
RADON-RESISTANT CONSTRUCTION DETAILS FOR FOUR FOUNDATION TYPES



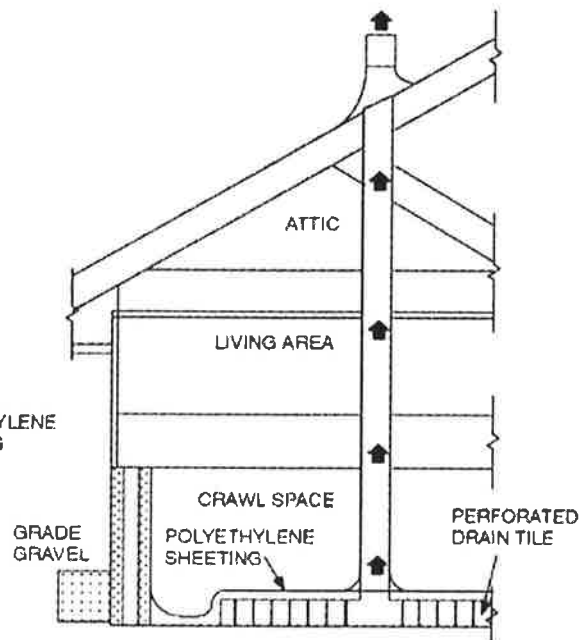
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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

PASSIVE RADON SYSTEM USING
DRAIN TILE LOOP



SUBMEMBRANE DEPRESSURIZATION SYSTEM
FOR CRAWL SPACE



R331.3.3 Passive submembrane depressurization system. In buildings with crawl space foundations, the following components of a passive submembrane depressurization system shall be installed during construction.

Exception: Buildings in which an approved mechanical crawl space ventilation system or other equivalent system is installed.

R331.3.3.1 Ventilation. Crawl spaces shall be provided with vents to the exterior of the building. The minimum net area of ventilation openings shall comply with Section R408.1.

R331.3.3.2 Soil-gas-retarder. The soil in crawl spaces shall be covered with a continuous layer of minimum 6-mil (0.15 mm) polyethylene soil-gas-retarder. The ground cover shall be lapped not less than 12 inches (305 mm) at joints and shall extend to all foundation walls enclosing the *crawl space* area.

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R331.3.3.3 Vent pipe. A plumbing tee or other approved connection shall be inserted horizontally beneath the sheeting and connected to a 3- or 4-inch-diameter (76 or 102 mm) fitting with a vertical vent pipe installed through the sheeting. The vent pipe shall be extended up through the building floors, and terminate not less than 12 inches (305 mm) above the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the conditioned spaces of the building that is less than 2 feet (610 mm) below the exhaust point, and 10 feet (3048 mm) from any window or other opening in adjoining or adjacent buildings.

R331.3.4 Passive subslab depressurization system. In basement or slab-on-grade buildings, the following components of a passive subslab depressurization system shall be installed during construction.

R331.3.4.1 Vent pipe. A minimum 3-inch-diameter (76 mm) ABS, PVC or equivalent gastight pipe shall be embedded vertically into the subslab aggregate or other permeable material before the slab is cast. A "T" fitting or equivalent method shall be used to ensure that the pipe opening remains within the subslab permeable material. Alternatively, the 3-inch (76 mm) pipe shall be inserted directly into an interior perimeter drain tile loop or through a sealed sump cover where the sump is exposed to the subslab aggregate or connected to it through a drainage system.

The pipe shall be extended up through the building floors, and terminate not less than 12 inches (305 mm) above the surface of the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the conditioned spaces of the building that is less than 2 feet (610 mm) below the exhaust point, and 10 feet (3048 mm) from any window or other opening in adjoining or adjacent buildings.

R331.3.4.2 Multiple vent pipes. In buildings where interior footings or other barriers separate the subslab aggregate or other gas-permeable material, each area shall be fitted with an individual vent pipe. Vent pipes shall connect to a single vent that terminates above the roof or each individual vent pipe shall terminate separately above the roof.

R331.4 Vent pipe drainage. Components of the radon vent pipe system shall be installed to provide positive drain-age to the ground beneath the slab or soil-gas-retarder.

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1 **R331.5 Vent pipe accessibility.** Radon vent pipes shall be accessible for future fan
2 installation through an attic or other area outside the habitable space.

3 **Exception:** The radon vent pipe need not be accessible in an attic space where an
4 approved roof-top electrical supply is provided for future use.

5 **R331.6 Vent pipe identification.** Exposed and visible interior radon vent pipes shall be
6 identified with not less than one label on each floor and in accessible attics. The label shall
7 read: "Radon Reduction System."

8 **R331.7 Combination foundations.** Combination basement/crawl space or slab-on-
9 grade/crawl space foundations shall have separate radon vent pipes installed in each type
10 of foundation area. Each radon vent pipe shall terminate above the roof or shall be
11 connected to a single vent that terminates above the roof.

12 **R331.8 Building depressurization.** Joints in air ducts and plenums in unconditioned
13 spaces shall meet the requirements of Section M1601. Thermal envelope air infiltration
14 requirements shall comply with the energy conservation provisions in Chapter 11. Fire
15 blocking shall meet the requirements contained in Section R302.11.

16 **R331.9 Power source.** To provide for future installation of an active submembrane or
17 subslab depressurization system, an electrical circuit terminated in an approved box shall
18 be installed during construction in the attic or other anticipated location of vent pipe fans.
19 An electrical supply shall be accessible in anticipated locations of system failure alarms.

20 **Section 3. Penalty.**

21 A person who willfully violates this ordinance is guilty of an infraction. Every person,
22 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
23 by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke
 the suspension thereof.

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ORDINANCE NO. _____

Section 4. Effective Date.

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

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

(SEAL)
Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

3

ORDINANCE NO. _____

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 2, 2022; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 15, 2023,

NOW, THEREFORE,

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

Section 1. Lots One (1) through Seven (7), Block One (1) of Dakota Commerce Center North Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "L/I", Limited Industrial, District.

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

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ORDINANCE NO. _____

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

④

AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND
LYING IN A PORTION OF THE NORTHEAST QUARTER OF
SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL
MERIDIAN IN CASS COUNTY, NORTH DAKOTA

WHEREAS, A Petition for Annexation has been submitted by the owners of not less than three-fourths in assessed value of the property described in said Petition for Annexation to the City of Fargo, Cass County, North Dakota, in accordance with Section 40-51.2-03 N.D.C.C.; and,

WHEREAS, Public notice of the submission of such Petition has been given by publication in The Forum as required by Section 40-51.2-05 N.D.C.C.; and,

WHEREAS, Said Section 40-51.2-03 N.D.C.C. requires that such annexation be accomplished by ordinance,

NOW, THEREFORE,

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

Section 1. The following described property located in Section 15, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County North Dakota, is hereby annexed to the City of Fargo, Cass County, North Dakota:

Beginning at the north quarter corner of said Section 15; thence North 87 degrees 52 minutes 22 seconds East, assumed bearing, along the north line of said Northeast Quarter of Section 15, a distance of 2630.67 feet to the northeast corner of said Section 15; thence South 02 degrees 55 minutes 01 second East, a distance of 1834.71 feet, also being the northeast corner of the Fargo City Limits as depicted on City of Fargo Annexation Plat Document No. 1604271; thence South 87 degrees 14 minutes 51 seconds West along the north line of NORTH FARGO INDUSTRIAL ADDITION, also being a north line of said Fargo City Limits, a distance of 2079.30 feet; thence South 79 degrees 58 minutes 30 seconds West along a northwesterly line of NORTH FARGO INDUSTRIAL ADDITION, also being a northwesterly line of said Fargo City Limits, a distance of 315.98 feet; thence South 87 degrees 14 minutes 51 seconds West along a northwesterly line of NORTH FARGO INDUSTRIAL ADDITION, also being a northwesterly line of said Fargo City Limits, a distance of 243.04 feet; thence North 02 degrees 45 minutes 09 seconds West along the west line of said Northeast Quarter, a distance of 1903.41 feet to the point of beginning.

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ORDINANCE NO. _____

Contains 4,884,785 square feet or 112.14 acres, more or less.

Section 2. Effective Date.

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

CITY OF FARGO

Timothy J. Mahoney, M.D., Mayor

(SEAL)

ATTEST:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

May 25, 2023

5

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

RE: Settlement of Claim

Please find attached for your review and approval a Settlement Agreement and Release pertaining to a bus/vehicle collision that occurred on December 7, 2021. The at fault driver, Justin Bremer, is insured by Progressive Insurance. Unfortunately the amount of his insurance is insufficient to cover the full amount of the damages incurred by MatBus. NDIRF advises that the at fault party only had \$25,000.00 of coverage on his policy. Of that \$24,818.44 has been offered to settle the claim. The reason the full \$25,000.00 is not available is there was also damage to property of another party and they have offered them \$181.56 to settle their claim.

The NDIRF has paid a total of \$66,698.6, resulting in a recovery percent at 37.2% (\$24,818.44/\$66,698.67). Because there was not a full recovery, the City is responsible for a percentage of the deductible paid. In other words, if the NDIRF settles this case for the offered amount, the NDIRF will reimburse the City \$3,720.00 of the \$10,000.00 deductible already paid, resulting in an expenditure by the City in the amount of \$6,280. NDIRF would release Progressive and their insured from any further action by the City of Fargo or the NDIRF. If the settlement offer of \$24,818.44 is rejected, the NDIRF would need to try and collect from the at fault party directly. Unfortunately, after investigation the NDIRF has determined that collecting additional moneys from the at fault driver would likely result in no additional recovery, particularly because he has existing liens.

Suggested Motion: I move to accept the recommendation of the North Dakota Insurance Reserve Fund and accept the Settlement Agreement and Property Damage Release as full and complete settlement of the property damage resulting for the accident that occurred on December 7, 2021, and authorize the NDIRF to sign the attached Property Damage Release.

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

Regards,



Nancy J. Morris

PROPERTY DAMAGE RELEASE

In consideration of the sum of **Twenty-Four Thousand Eight Hundred Eighteen and 44/100 Dollars (\$24,818.44)**, the receipt of which is hereby acknowledged, **We, North Dakota Insurance Reserve Fund (NDRF) ASO City of Fargo**, on behalf of the owners(s) of a **2015 New Flyer XDE40 transit bus (VIN: 5FYH8FR02FB047643)**, do hereby for ourselves release and forever discharge **Justin Bremer and Progressive Northwestern Insurance Company** from any and all claims, actions, causes of action, demands, damages, costs, and any compensation whatsoever, which the undersigned now has/have or which may hereafter accrue for damages to property, including any claims for loss of use, diminution in value or other personal property, arising out of an accident which occurred on or about **December 07, 2021**, at or near **Fargo, ND**.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Print Name/Title

Signature

Date



Page 22 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

3/27/23

6a

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

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to El Zagal Provost Gaming	Dates of Activity 9/10 - 12/17/23	If raffle, provide drawing date	
Organization or Group Contact Person Scott Schafer	Title or Position Chairman	Telephone Number 701-298-3725	
Business Address 704 28th St S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) El Zagal Shrine Arabian Room			
Site Address 1429 3rd St. N	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Sports Board POOL	Payout is \$325/qrt and \$100 on Final for each of 17 games	\$325.00/game
Add Row	Delete Row	
100 sqrs sold at \$70 ea each buyer has the same square for all each Vikings game.		
Total (limit \$40,000 per year)		\$5,525.00

Intended Uses of Gaming Proceeds Hospital Transp Fund
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 1200.00 (This amount is part of the total prize limit of \$40,000 per 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 used for political purposes.)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Organization or Group Contact Person

Name Scott Schafer	Title Chairman	Telephone Number 701-298-3725	E-mail Address scott@slcomp.com
Signature of Organization or Group's Top Official		Title Chairman	Date 3/24/2023

cc
5/17/23

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (5-2023)

66

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

Villa Nazareth DBA CHI Friendship

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

10-13-23

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 10/13/23

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

Game Type	Description of Prize	Exact Retail Value of Prize
See Attached	See Attached	2,000.00
Total (limit \$40,000 per year)		\$ 2,000.00

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

Printed Name of Organization Group's Permit Organizer

Kristine Christensen

Telephone Number

701-235-8217

E-mail Address

kristine.christensen508@commonspirit.org.

Signature of Organization Group's Permit Organizer

Title

Controller

Date

5-17-2023



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 ☐ Raffle by a Political or Legislative District Party

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

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

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

ORGANIZATION INFO

Name of Organization or Group FM AM Rotary		Dates of Activity (Does not include dates for the sales of tickets) 09/11/2023 - 02/11/2024	
Organization or Group Contact Person Tom Thompson	E-mail rotarytt429@gmail.com	Telephone Number 7017934303	
Business Address PO Box 9359	City Fargo	State ND	ZIP Code 58106-9359
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Delta by Marriott		County Cass	
Site Physical Address 1635 42nd St. S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Every Monday night football game from 09/11/2023 - 12/25/2023 and the Superbowl 02/11/2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Sports Pool	It cost \$25.00 per book with the chance to win \$50 for every	
	Monday Night Football game. It also includes a chance to win	
	\$50 at the time of the superbowl and \$100 of the final score.	\$9,800
Half		Total (limit \$40,000 per year) \$9,800

Intended Uses of Gaming Proceeds

Philanthropic

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 Tom Thompson	Title Chairperson	Telephone Number 7017934303	E-mail Address rotarytt429@gmail.com
Signature of Organization or Group's Top Official 		Title President	Date 5-18-23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (5-2023)

CC
5/18/23

6d

Applying for (check one)

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

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

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

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity (Does not include dates for the sales of tickets)	
NORDIC CULTURE CLUBS		JUNE 23, 2023	
Organization or Group Contact Person	E-mail	Telephone Number	
ROMAYNE KILDE	nordiccultureclubs@outlook.com	218-593-8412	
Business Address	City	State	ZIP Code
2419 12th Avenue South, 2E	MOORHEAD	MN	56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name	County		
GARDEN PAVILION	CASS		
Site Physical Address	City	State	ZIP Code
1421 7th Ave North	FARGO	ND	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.)			
JUNE 23, 2023, 1 TIME 50/50 RAFFLE			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 # DOUBLE TICKETS	WINNING NUMBER RECEIVES HALF OF THE POT	TBD \$1000
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

JUNE 21-22, 2024 SCANDINAVIAN FESTIVAL

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
ROMAYNE KILDE	218-593-8412	nordiccultureclubs@outlook.com
Signature of Organization Group's Permit Organizer	Title	Date
Romayne Kilde	FESTIVAL COORDINATOR	5/18/2023



Page 26
APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (5-2023)

6e

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*

*This application is for a permit to conduct a restricted event. Restricted event permits may be conducted only with a Restricted Event Permit. Only one permit per year.

ORGANIZATION INFO

Organization or Group Contact Person: VIETNAM VETERANS OF AMERICA CHAPTER 941 E-mail: larrynicholson02@gmail.com Telephone Number: 701-412-7992

Business Address: PO Box 7327 City: FARGO State: ND ZIP Code: 58106

Mailing Address (if different): _____ City: _____ State: _____ ZIP Code: _____

SITE INFO

Site Name: RAMADA INN County: CASS

Site Physical Address: 3333 13th AVE S City: FARGO State: ND ZIP Code: 58106

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
RAFFLE	MON-FRI - \$50.00	
	SAT-SUN - 100.00	
Total (limit \$40,000 per year)		\$ <u>8,000.00</u>

Intended Uses of Gaming Proceeds

DONATIONS TO OTHER NONPROFIT ORGANIZATIONS

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ 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 required to file a report on a Restricted Event Form within 90 days of the event? (Not necessary for local permits)

☐ Yes ☒ No

Signature of Organization Group's Permit Organizer: [Signature] Title: MEMBER Date: 5/19/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

6f

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

Name of Organization or Group of People permit is issued to River Keepers	Dates of Activity	If raffle, provide drawing date June 12, 2023	
Organization or Group Contact Person Christine Holland	Title or Position Executive Director	Telephone Number 701.235.2895	
Business Address 1120 28th Ave. N., Ste. B	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Edgewood Golf Course			
Site Address 19 Golf Course Rd	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
raffle	50/50	1500.00
Total (limit \$40,000 per year)		1500.00

Intended Uses of Gaming Proceeds

To advocate for safe and sustainable use of the Red River.

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ No ☒ Yes - Total Retail Value: 350.00 (This amount is part of the total prize limit of \$40,000 per 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 used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Name Christine Holland	Title Executive Director	Telephone Number 701.235.2895	E-mail Address christine@riverkeepers.org
Signature of Organization or Group's Top Official <i>Christine Holland</i>		Title Executive Director	Date 5/19/2023

CC



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (5-2021)

69

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

*See Instruction 2.17 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 Sunrise #430- Scottish Rite Holdings		Dates of Activity (Does not include dates for the sales of tickets) Nov 19 2023	
Organization or Group Contact Person Travis Leach		E-mail Traviskleach@gmail.com	
Business Address 1405 3rd St N		Telephone Number 7012059049	
City Fargo		State Nd	ZIP Code 58102
Mailing Address (if different)		City	State ZIP Code

SITE INFO

Site Name Fargo Masonic Lodge		County Cass	
Site Physical Address 1405 3rd st n		City fargo	State ZIP Code nd 58102
Provide the exact date(s) & frequency of each event & type (Ex: Bingo every Friday 10:11-12:31, Raffle - 12:30, 11:30, 12:31, etc.) Nov 19 2023			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Big Green Eggs	
Total (Limit \$40,000 per year)		\$ 6725

Intended Uses of Gaming Proceeds

Donate to Inspire Lab, Moorhead Mn 58103

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 1-800-320-2240.)

☐ 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 52850 "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 Travis Leach	Telephone Number 7012059049	E-mail Address Traviskleach@gmail.com
Signature of Organization Group's Permit Organizer 	Title Master of Lodge	Date 5-23-2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (5-2023)

cc

Leh

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 UND Alumni Association & Foundation		Dates of Activity (Does not include dates for the sales of tickets) 6/28/2023	
Organization or Group Contact Person Ellie Johnson	E-mail EllieJ@undalumni.net	Telephone Number 701-777-6943	
Business Address 3501 University Avenue Stop 8157	City Grand Forks	State ND	ZIP Code 58202
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Rose Creek Golf Course		County Cass	
Site Physical Address 1500 E Rose Creek Pkwy S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) All Raffles occurring on 6/28/2023			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Clothing - Shirts (11) Long Sleeves (2) Sweatpants/Leggings (2) Shorts (2)	455
Raffle	Hats (4) Beanie (1) Jackets (2) Singlet (1)	225
Raffle	Golf Balls (2 sleeves) Microfiber golf towel (1)	50
Total (limit \$40,000 per year)		\$ 730

Intended Uses of Gaming Proceeds To benefit Athletic Scholarships at the University of North Dakota	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 2,347 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Kristie Hunt	Telephone Number 701-777-6679	E-mail Address kristieh@undalumni.net
Signature of Organization Group's Permit Organizer 	Title Controller	Date 5/25/23

**GAMING SITE AUTHORIZATION**

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (2-2023)

7a

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

SouthTown PourHouse - Fargo

Street 4281 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 07/01/2023	Ending Date(s) Authorized 06/30/2024	Number of Twenty-One tables, if zero, enter "0" 2	

Specific location where games of chance will be conducted and played at the site (required)**Entrie Lounge 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 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 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
PRINT Name and official position of person signing on behalf of city/county above	

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 (2-2023)

76

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

Windbreak Lounge

Street

3150 38th St S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

07/01/2023

Ending Date(s) Authorized

06/30/2024

Number of Twenty-One
tables, if zero, enter "0"

3

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

Entrie Lounge 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 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 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

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

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

7c

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

Full, Legal Name of Gaming Organization

Sharehouse, 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

Baymont Inn / Alibi Lounge & Casino

Street

1340 21st St S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7-1-23

Ending Date(s) Authorized

6-30-24

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)

Conducted in So Bar Area - games played in entire bar - 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 ONLYThe 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)☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

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

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

7d

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

Full, Legal Name of Gaming Organization

Sharehouse, 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

Bismarck Tavern

Street

522 Broadway

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

07-01-2023

Ending Date(s) Authorized

06-30-2023

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 NE & SW corners of Bar - games played in entire bar area - excluding restroom

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 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

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

7e

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

Full, Legal Name of Gaming Organization

Sharehouse, 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

Ricks Bar

Street

2721 Main Avenue

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

07-01-2023

Ending Date(s) Authorized

06-30-2024

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 Swcorner of Building, games played in entire bar area-excluding restroom
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)☐
☐
☐
☐
☐
☐
☐
☐

Bingo

ELECTRONIC Quick Shot Bingo

Raffles

ELECTRONIC 50/50 Raffle

Pull Tab Jar

Pull Tab Dispensing Device

ELECTRONIC Pull Tab Device

☐
☐
☐
☐
☐
☐

Club Special

Tip Board

Seal Board

Punchboard

Prize Board

Prize Board Dispensing Device

☐
☐
☐
☐
☐
☐

Sports Pools

Twenty-One

Poker

Calcuttas

Paddlewheel with Tickets

Paddlewheel Table

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

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Signature of City/County Official

Date

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GAMING SITE AUTHORIZATION

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

74

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharzhouse, 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

The Round Up Saloon

Street

4501 Urban Plains Dr

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

7-01-2023

Ending Date(s) Authorized

6-30-2023

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 NW portion of Bar, games played in entire 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)

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

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

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**GAMING SITE AUTHORIZATION**

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (4-2023)

79

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, 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

Woody's

Street

1550 32nd Ave S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7-01-23

Ending Date(s) Authorized

6-30-24Number of Twenty-One
tables, if zero, enter "0"1Specific location where games of chance will be conducted and played at the site (required)Conducted along North wall of bar - games 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 ONLYThe 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)☐
☐
☐
☐
☐
☐
☐
☐

Bingo

ELECTRONIC Quick Shot Bingo

Raffles

ELECTRONIC 50/50 Raffle

Pull Tab Jar

Pull Tab Dispensing Device

ELECTRONIC Pull Tab Device

☐
☐
☐
☐
☐
☐

Club Special

Tip Board

Seal Board

Punchboard

Prize Board

Prize Board Dispensing Device

☐
☐
☐
☐
☐
☐

Sports Pools

Twenty-One

Poker

Calcuttas

Paddlewheel with Tickets

Paddlewheel Table

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

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

74

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

Holiday Inn - Fargo

Street

3803 13th Ave. S.

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7/1/2023

Ending Date(s) Authorized

6/30/2024

Number of Twenty-One
tables, if zero, enter "0"

3

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

Entire lounge and banquet 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)

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

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

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Signature of City/County Official

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

71

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

Full, Legal Name of Gaming Organization

American Gold Gymnastics, 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

The Box

Street 1025 38th St SW	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	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)

Games played in entire bar, 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 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 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
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

7j

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

Full, Legal Name of Gaming Organization

Fargo Youth Hockey Association

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

Buffalo Wild Wings - 42nd

Street

1501 42nd St. SW

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

5/16/23^{WH} 7/1/23

Ending Date(s) Authorized

6/30/24

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)

Within bar area excluding bathrooms and hallway

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)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☐

Pull Tab Dispensing Device

☐

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

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

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

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GAMING SITE AUTHORIZATION

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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Fargo Youth Hockey Association

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

Buffalo Wild Wings-19th

Street

1515 19th Ave. N.

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

5/16/23^{Wh} 7/1/23

Ending Date(s) Authorized

6/30/24

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)

Within bar area 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)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☐

Pull Tab Dispensing Device

☐

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

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

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

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)

78

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

Full, Legal Name of Gaming Organization

Fargo Youth Hockey Association

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

Dogleg North

Street

2700 Broadway N.

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

5/16/23 to 7/1/23

Ending Date(s) Authorized

6/30/24

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)

Within bar area against west 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)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☐

Pull Tab Dispensing Device

☐

ELECTRONIC Pull Tab Device

☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☐

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

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

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PAGE 12 GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

7m

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

Full, Legal Name of Gaming Organization

Fargo Youth Hockey Association

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

H.A. Thompson & Sons Arena

Street

831 17th Ave. N.

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

~~5/16/23~~ 7/1/23

Ending Date(s) Authorized

6/30/24

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)

First floor lobby area

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

Raffle drawings to be determined by Fargo Youth Hockey Association

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)

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

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

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

7W

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

Full, Legal Name of Gaming Organization

North Dakota Horse Park 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

Boiler Room

Street 210 Roberts Street	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 07/01/23	Ending Date(s) Authorized 06/30/24		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 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 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
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

GAMES TYPES

Name of Organization: NO Horse Park FoundationSite: Boiler RoomGame Type - Check only those that are in your Internal Control Manual

- | | | |
|-----|-------------------------------|-------------------------------------|
| 1. | Bingo | _____ |
| 2. | Electronic Quick Shot Bingo | _____ |
| 3. | Raffles | _____ |
| 4. | Electronic 50/50 Raffle | _____ |
| 5. | Pull Tab Jar | _____ |
| 6. | Pull Tab Dispensing Device | _____ |
| 7. | Electronic Pull Tab Device | <input checked="" type="checkbox"/> |
| 8. | Club Special | _____ |
| 9. | Tip Board | _____ |
| 10. | Seal Board | _____ |
| 11. | Punch Board | _____ |
| 12. | Prize Board | _____ |
| 13. | Prize Board Dispensing Device | _____ |
| 14. | Sports Pool | _____ |
| 15. | Twenty-One | _____ |
| 16. | Poker | _____ |
| 17. | Calcutta | _____ |
| 18. | Paddlewheel with Tickets | _____ |
| 19. | Paddlewheel Table | _____ |

Affidavit by Responsible Party

By signing below, I hereby acknowledge under penalty of perjury that all information contained in this application is complete, true and accurate.

Signature [Signature]

Date 5-23-23

APPLICATION FOR CERTIFICATE OF OCCUPANCY FOR CHARITABLE GAMINGName of Organization: ND Horse Park Foundation

1. Gaming area to be located in Northwest portion of the building (must attach floor plan diagram), and contains approximately 30 square feet at the address of:

Address: Boiler Room
210 Roberts St
Fgo, ND 58102

I agree to abide by the state laws and ordinances and regulations pertaining thereto:

Applicant Name: Jen SpiceszApplicant Title: Bkpr/AccountantApplicant Date: 5/23/23 Applicant Phone #: 701-306-6851**PART 2 TO BE COMPLETED BY THE CITY OF FARGO**

The following have considered the above request:

Fire Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Police Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Building Inspections Department:

Approved () Disapproved ()

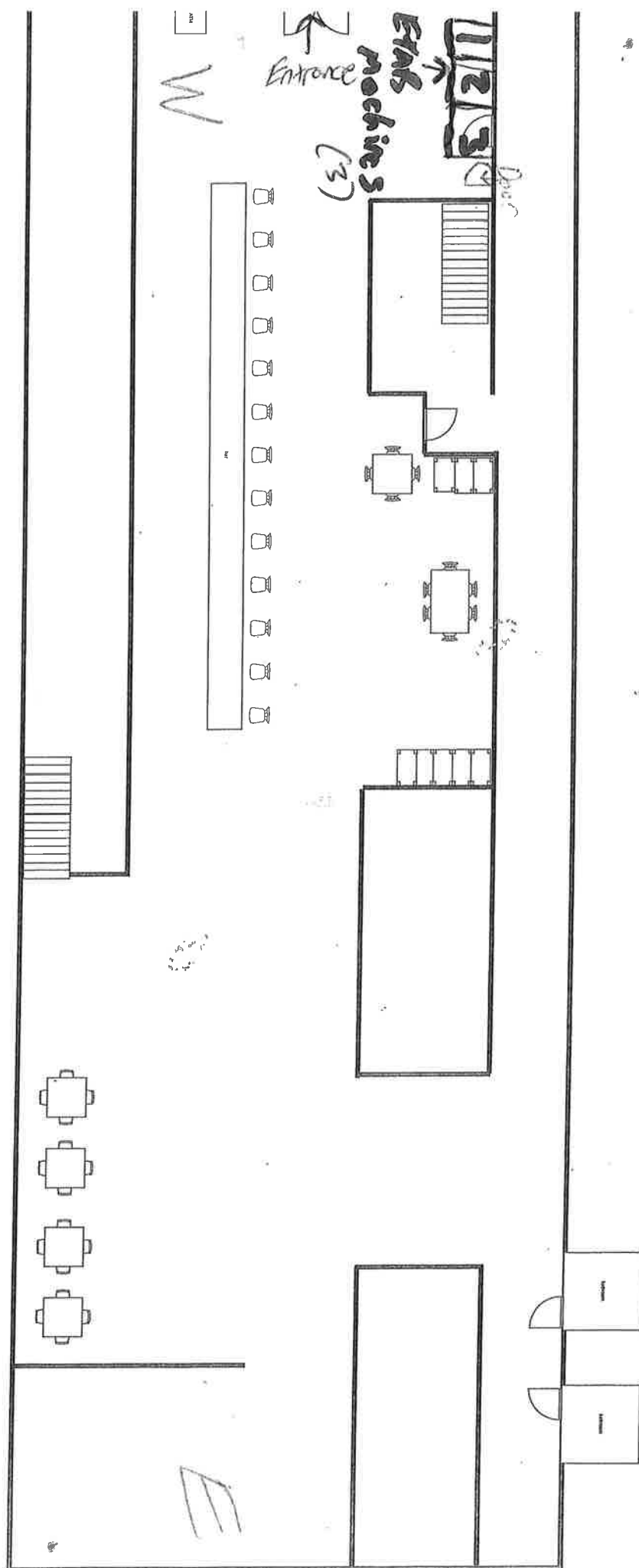
Date: _____

Signature: _____

- **PLEASE NOTE** If there are any changes whatsoever in the gaming area or number of tables, you **MUST** notify the City Auditor's Office.

Boiler Room bar map

210 Roberts Alley
Fargo, ND.



5

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

70

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
Beginning Date(s) Authorized 07/01/23	Ending Date(s) Authorized 06/30/24	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**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 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
PRINT Name and official position of person signing on behalf of city/county above	

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

Name of Organization: Horse Race MD
Site: Side Street, Labby's, Sickles-Fgo, Club's, & Edgewood

Game Type - Check only those that are in your Internal Control Manual

1. Bingo
2. Electronic Quick Shot Bingo
3. Raffles
4. Electronic 50/50 Raffle
5. Pull Tab Jar
6. Pull Tab Dispensing Device
7. Electronic Pull Tab Device
8. Club Special
9. Tip Board
10. Seal Board
11. Punch Board
12. Prize Board
13. Prize Board Dispensing Device
14. Sports Pool
15. Twenty-One
16. Poker
17. Calcutta
18. Paddlewheel with Tickets
19. Paddlewheel Table

✓ (only Labby's)



✓

By signing below, I hereby acknowledge under penalty of perjury that all information contained in this application is complete, true and accurate.

Signature _____

Date _____

APPLICATION FOR CERTIFICATE OF OCCUPANCY FOR CHARITABLE GAMINGName of Organization: Horse Race North Dakota

1. Gaming area to be located in Northwest portion of the building (must attach floor plan diagram), and contains approximately 100 square feet at the address of:

Address: Lobby's Bar & Grill
1100 19th Ave N
Fargo, ND 58102

I agree to abide by the state laws and ordinances and regulations pertaining thereto:

Applicant Name: Jennifer Spiesz

Applicant Title: Gaming Mgr

Applicant Date: 5/20/23 Applicant Phone #: 701-306-6851

PART 2 TO BE COMPLETED BY THE CITY OF FARGO

The following have considered the above request:

Fire Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Police Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Building Inspections Department:

Approved () Disapproved ()

Date: _____

Signature: _____

PLEASE NOTE If there are any changes whatsoever in the gaming area or number of tables, you **MUST** notify the City Auditor's Office.



7.
Etab Machines

Pall Tals
Dispensing Device

All Sections in restaurant/bar area can be used for bingo (approx. 4,000 sq. ft.)

Main
Servings
Afeka

**GAMING SITE AUTHORIZATION**

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (4-2023)

7P

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

Beginning Date(s) Authorized

07/01/23

Ending Date(s) Authorized

06/30/24Number 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 played in all public areas, excluding bathroomsIf 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 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
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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

Name of Organization: Horse Race NOSite: Side Street, Labby's, Sickles-Fgo, Club's, & Edgewood**Game Type - Check only those that are in your Internal Control Manual**

1. Bingo
2. Electronic Quick Shot Bingo
3. Raffles
4. Electronic 50/50 Raffle
5. Pull Tab Jar
6. Pull Tab Dispensing Device
7. Electronic Pull Tab Device
8. Club Special
9. Tip Board
10. Seal Board
11. Punch Board
12. Prize Board
13. Prize Board Dispensing Device
14. Sports Pool
15. Twenty-One
16. Poker
17. Calcutta
18. Paddlewheel with Tickets
19. Paddlewheel Table

✓ (Only @ Labby's)✓✓**Affidavit by Responsible Party**

By signing below, I hereby acknowledge under penalty of perjury that all information contained in this application is complete, true and accurate.

Signature

Date

5-23-23

APPLICATION FOR CERTIFICATE OF OCCUPANCY FOR CHARITABLE GAMINGName of Organization: Horse Race North Dakota

1. Gaming area to be located in Northwest Central portion of the building (must attach floor plan diagram), and contains approximately 30 square feet at the address of:

Address: Edgewood Tavern
19 Golf Course Rd
Fargo, ND 58102

I agree to abide by the state laws and ordinances and regulations pertaining thereto:

Applicant Name: Jennifer Spiesz

Applicant Title: Gaming Mgr

Applicant Date: 5/20/23 Applicant Phone #: 701-306-6851

PART 2 TO BE COMPLETED BY THE CITY OF FARGO

The following have considered the above request:

Fire Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Police Department:

Approved () Disapproved ()

Date: _____

Signature: _____

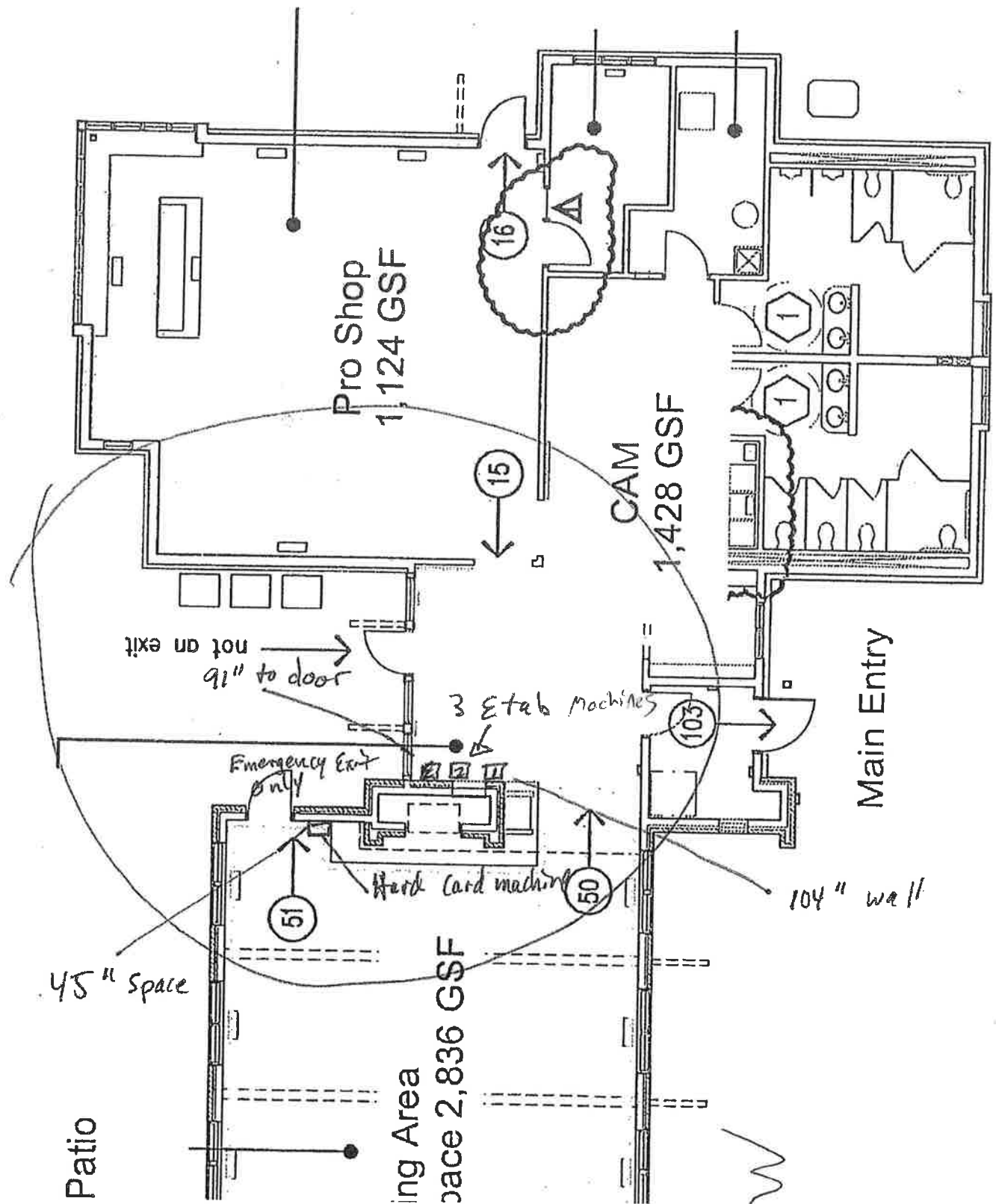
Building Inspections Department:

Approved () Disapproved ()

Date: _____

Signature: _____

PLEASE NOTE If there are any changes whatsoever in the gaming area or number of tables, you **MUST** notify the City Auditor's Office.



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

79

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 07/01/23	Ending Date(s) Authorized 06/30/24	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 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 ONLYThe 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)

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

GAMES TYPES

Name of Organization: Horse Race MDSite: Side Street, Labby's, Sickies-Fgo, Club's, + Edgewood**Game Type - Check only those that are in your Internal Control Manual**

- | | | |
|-----|-------------------------------|-----------------------------|
| 1. | Bingo | <u>✓ (Only @ Labby's)</u> |
| 2. | Electronic Quick Shot Bingo | <u> </u> |
| 3. | Raffles | <u> </u> |
| 4. | Electronic 50/50 Raffle | <u> </u> |
| 5. | Pull Tab Jar | <u> </u> |
| 6. | Pull Tab Dispensing Device | <u>✓</u> |
| 7. | Electronic Pull Tab Device | <u>✓</u> |
| 8. | Club Special | <u> </u> |
| 9. | Tip Board | <u> </u> |
| 10. | Seal Board | <u> </u> |
| 11. | Punch Board | <u> </u> |
| 12. | Prize Board | <u> </u> |
| 13. | Prize Board Dispensing Device | <u> </u> |
| 14. | Sports Pool | <u> </u> |
| 15. | Twenty-One | <u> </u> |
| 16. | Poker | <u> </u> |
| 17. | Calcutta | <u> </u> |
| 18. | Paddlewheel with Tickets | <u> </u> |
| 19. | Paddlewheel Table | <u> </u> |

Affidavit by Responsible Party

By signing below, I hereby acknowledge under penalty of perjury that all information contained in this application is complete, true and accurate.

Signature

Date

5-23-23

APPLICATION FOR CERTIFICATE OF OCCUPANCY FOR CHARITABLE GAMINGName of Organization: Horse Race North Dakota

1. Gaming area to be located in Southeast portion of the building (must attach floor plan diagram), and contains approximately 25 square feet at the address of:

Address: Sickies Garage
3431 Fleckner Dr. S.
Fargo, ND 58103

I agree to abide by the state laws and ordinances and regulations pertaining thereto:

Applicant Name: Jennifer Spiesz

Applicant Title: Gaming Mgr

Applicant Date: 5/20/23 Applicant Phone #: 701-306-6851

PART 2 TO BE COMPLETED BY THE CITY OF FARGO

The following have considered the above request:

Fire Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Police Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Building Inspections Department:

Approved () Disapproved ()

Date: _____

Signature: _____

PLEASE NOTE If there are any changes whatsoever in the gaming area or number of tables, you **MUST** notify the City Auditor's Office.

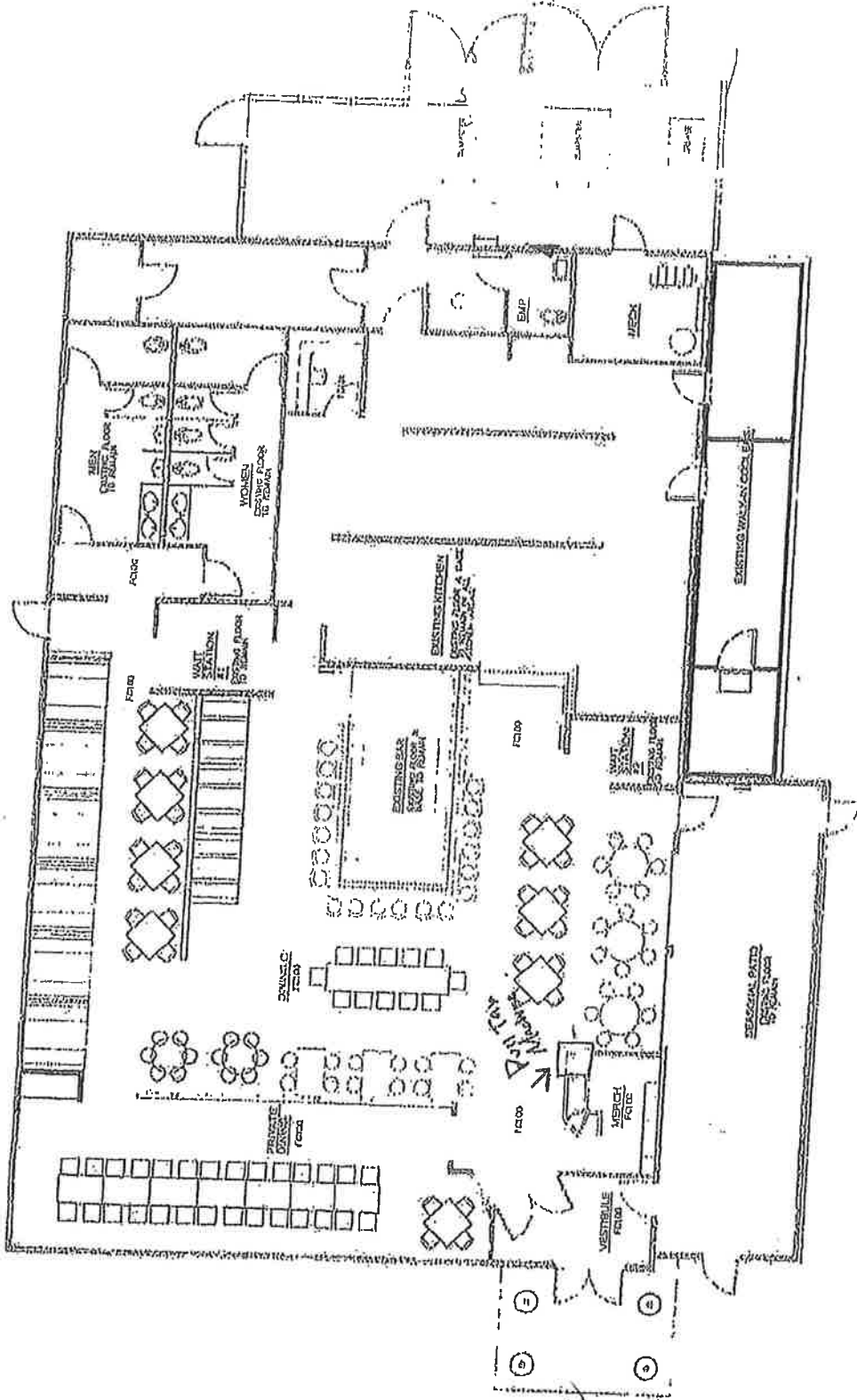
Sebs Garage - Fargo

No change in Machine Location 4/18/21

W

S

Main Entrance



EQUIPMENT/FURNITURE 2 FLOOR FINISH PLAN

No - Steps here

E

A102

SLOKES REMODEL
9431 FIECHTNER DRIVE SOUTH
FARGO, ND 58103

ITEM	QTY	UNIT	PRICE	TOTAL
CEILING FAN	1	EA	150.00	150.00
WALL MOUNTED TV	1	EA	200.00	200.00
STOVE	1	EA	1000.00	1000.00
SINK	1	EA	100.00	100.00
REF	1	EA	1500.00	1500.00
DISHWASHER	1	EA	200.00	200.00
STOVE	1	EA	1000.00	1000.00
SINK	1	EA	100.00	100.00
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**GAMING SITE AUTHORIZATION**
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)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
Beginning Date(s) Authorized 07/01/23	Ending Date(s) Authorized 06/30/24		Number of Twenty-One tables, if zero, enter "0"

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

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

Name of Organization: Horse Race ND
Site: Side Street, Labby's, Sickies-Fgo, Chub's, & Edgewood

Game Type - Check only those that are in your Internal Control Manual

- | | | |
|-----|-------------------------------|---------------------------|
| 1. | Bingo | <u>✓ (only @ Labby's)</u> |
| 2. | Electronic Quick Shot Bingo | _____ |
| 3. | Raffles | _____ |
| 4. | Electronic 50/50 Raffle | _____ |
| 5. | Pull Tab Jar | _____ |
| 6. | Pull Tab Dispensing Device | <u>✓</u> |
| 7. | Electronic Pull Tab Device | <u>✓</u> |
| 8. | Club Special | _____ |
| 9. | Tip Board | _____ |
| 10. | Seal Board | _____ |
| 11. | Punch Board | _____ |
| 12. | Prize Board | _____ |
| 13. | Prize Board Dispensing Device | _____ |
| 14. | Sports Pool | _____ |
| 15. | Twenty-One | _____ |
| 16. | Poker | _____ |
| 17. | Calcutta | _____ |
| 18. | Paddlewheel with Tickets | _____ |
| 19. | Paddlewheel Table | _____ |

Affidavit by Responsible Party

By signing below, I hereby acknowledge under penalty of perjury that all information contained in this application is complete, true and accurate.

Signature



Date

5-23-23

Name of Organization: Horse Race North Dakota

1. Gaming area to be located in Northeast portion of the building (must attach floor plan diagram), and contains approximately 70 square feet at the address of:

Address: Chub's Pub
421 N. University Dr.
Fargo, ND 58102

I agree to abide by the state laws and ordinances and regulations pertaining thereto:

Applicant Name: Jennifer Spiesz

Applicant Title: Gaming Mgr

Applicant Date: 5/20/23 Applicant Phone #: 701-306-6851

PART 2 TO BE COMPLETED BY THE CITY OF FARGO

The following have considered the above request:

Fire Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Police Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Building Inspections Department:

Approved () Disapproved ()

Date: _____

Signature: _____

PLEASE NOTE If there are any changes whatsoever in the gaming area or number of tables, you **MUST** notify the City Auditor's Office.

Chub's
PUB
OPENING NO.

Main
Entrance

North

Offsale

Main Server Station

1 2 3 4
24 Ehrs
MIDNIGHT

Pulltab Machine

Pool table

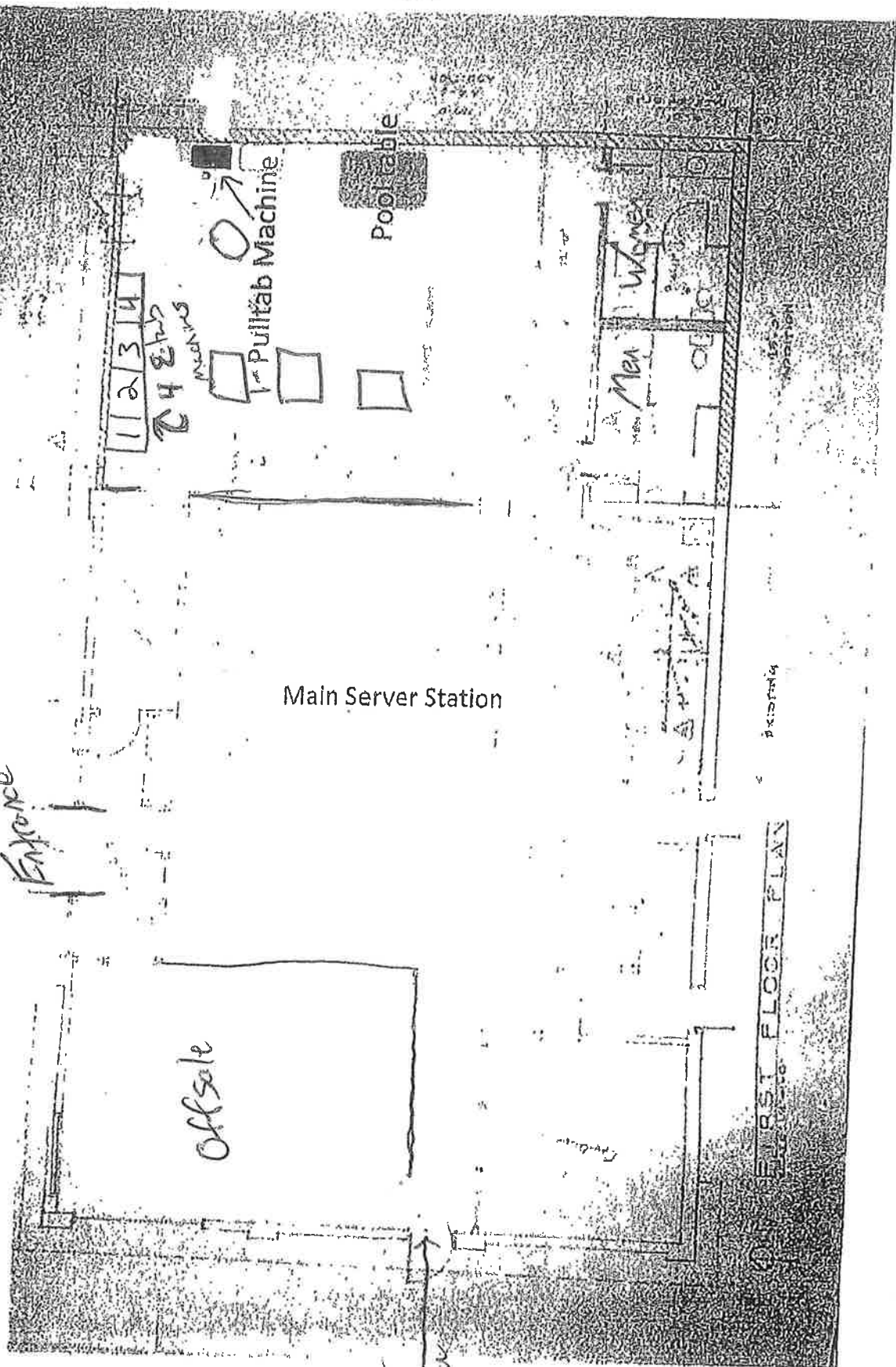
Men
Women

FIRST FLOOR PLAN

West
Entrance

South

East



**GAMING SITE AUTHORIZATION**

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (4-2023)

75

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	City	ZIP Code	County
404 4th Avenue North	Fargo	58102	Cass

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/23	06/30/24	0

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

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

GAMES TYPES

Name of Organization: Horse Race ND
Site: Side Street, Labby's, Sickles-Fgo, Club's, & Edgewood

Game Type - Check only those that are in your Internal Control Manual

- | | | |
|-----|-------------------------------|-----------------------------|
| 1. | Bingo | <u>✓ (Only @ Labby's)</u> |
| 2. | Electronic Quick Shot Bingo | <u> </u> |
| 3. | Raffles | <u> </u> |
| 4. | Electronic 50/50 Raffle | <u> </u> |
| 5. | Pull Tab Jar | <u> </u> |
| 6. | Pull Tab Dispensing Device | <u>✓</u> |
| 7. | Electronic Pull Tab Device | <u>✓</u> |
| 8. | Club Special | <u> </u> |
| 9. | Tip Board | <u> </u> |
| 10. | Seal Board | <u> </u> |
| 11. | Punch Board | <u> </u> |
| 12. | Prize Board | <u> </u> |
| 13. | Prize Board Dispensing Device | <u> </u> |
| 14. | Sports Pool | <u> </u> |
| 15. | Twenty-One | <u> </u> |
| 16. | Poker | <u> </u> |
| 17. | Calcutta | <u> </u> |
| 18. | Paddlewheel with Tickets | <u> </u> |
| 19. | Paddlewheel Table | <u> </u> |

Affidavit by Responsible Party

By signing below, I hereby acknowledge under penalty of perjury that all information contained in this application is complete, true and accurate.

Signature

Date

5-23-23

APPLICATION FOR CERTIFICATE OF OCCUPANCY FOR CHARITABLE GAMINGName of Organization: Horse Race North Dakota

1. Gaming area to be located in N. by entrance, in N.E. corner, + East of E. Wall portion of the building (must attach floor plan diagram), and contains approximately 47 square feet at the address of:

Address: Side Street Grill + Pub
404 4th Ave N.
Fargo, ND 58102

I agree to abide by the state laws and ordinances and regulations pertaining thereto:

Applicant Name: Jennifer SpieszApplicant Title: Gaming MgrApplicant Date: 5/20/23 Applicant Phone #: 701-306-6851**PART 2 TO BE COMPLETED BY THE CITY OF FARGO**

The following have considered the above request:

Fire Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Police Department:

Approved () Disapproved ()

Date: _____

Signature: _____

Building Inspections Department:

Approved () Disapproved ()

Date: _____

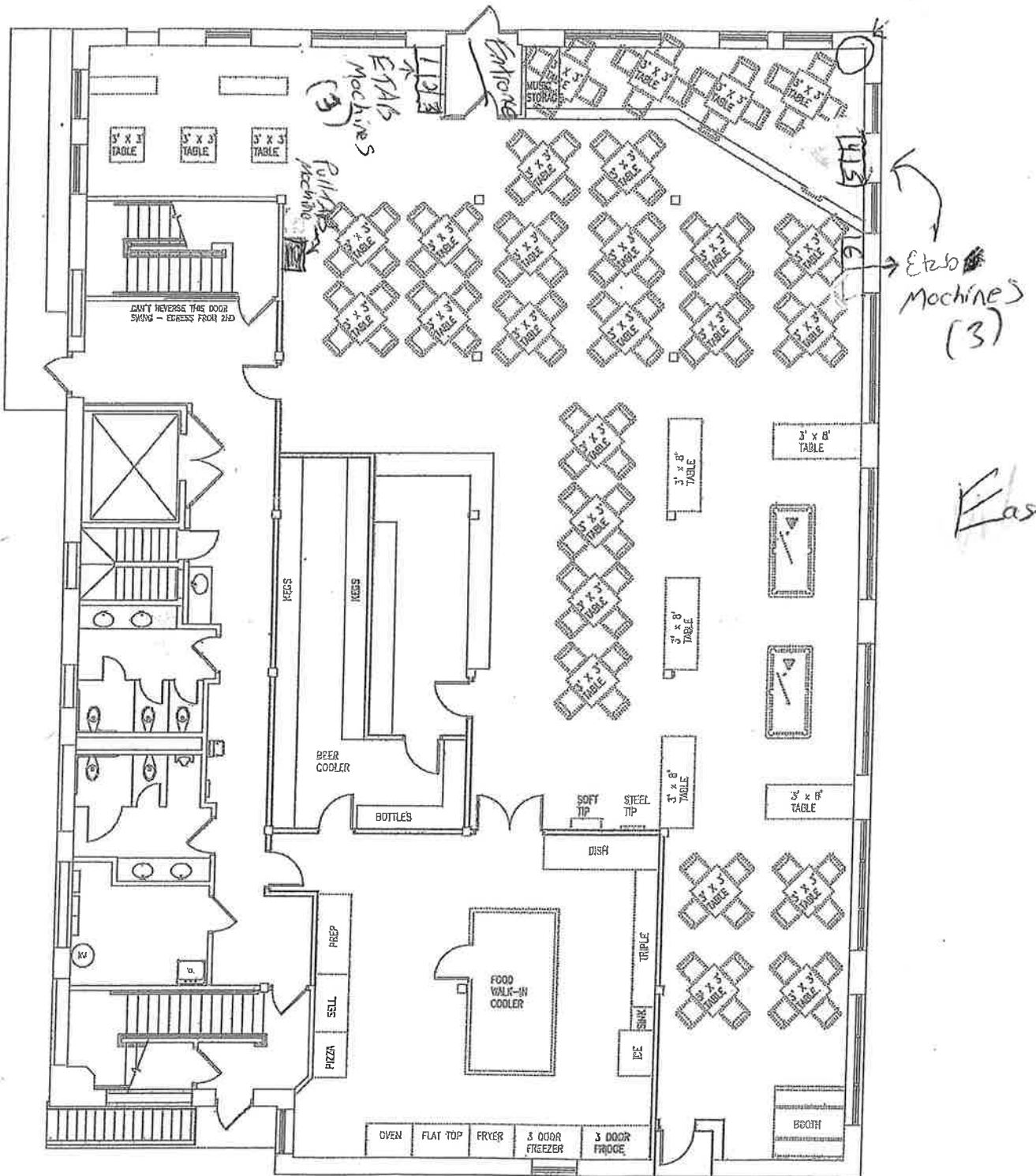
Signature: _____

PLEASE NOTE If there are any changes whatsoever in the gaming area or number of tables, you **MUST** notify the City Auditor's Office.

North

West

East



Sidestreet Grille + Pub
HRND
South

8

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH APRIL 2023
(UNAUDITED)**

	2023 BUDGET	2023 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 35,664,022	\$ 35,483,381	\$ (180,641)
Licenses & Permits	2,013,452	1,589,681	(423,771)
Fines & Traffic Tickets	834,482	475,100	(359,382)
Intergovernmental Revenue	4,672,405	3,718,391	(954,014)
Charges for Services	3,380,536	2,609,426	(771,110)
Interest	973,328	3,197,495	2,224,167
Miscellaneous Revenue	1,501,112	208,051	(1,293,061)
Transfers In	4,640,600	6,383,278	1,742,678
Total Revenues	\$ 53,679,937	\$ 53,664,803	\$ (15,134)
EXPENDITURES:			
City Administrator	\$ 3,432,023	\$ 3,765,242	\$ (333,219)
Finance	3,234,420	2,621,010	613,410
Planning & Development	1,879,090	1,552,282	326,808
Public Works	6,626,282	7,045,829	(419,547)
Fire Department	6,584,816	4,487,709	2,097,107
Police	8,829,173	7,547,596	1,281,577
Health	4,606,488	4,129,020	477,468
Library	1,897,884	1,595,228	302,656
Commission	280,480	271,987	8,493
Social Services	173,456	156,976	16,480
Capital Outlay	159,559	39,505	120,054
Vehicle Replacement/IT	-	(4,539)	4,539
Contingency	(726,380)	(3,392)	(722,988)
Transfers Out	1,319,980	71,185	1,248,795
Total Expenditures	\$ 38,297,271	\$ 33,275,638	\$ 5,021,633
Excess of Revenue Over (Under) Expenditures	\$ 15,382,666	\$ 20,389,165	\$ 5,006,499

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

Date: May 30, 2023

To: City Commission

9

From: Steven Sprague, City Auditor

Re: Windbreak Agreement

Members of the City Commission, due to concerns in operation methodology, the Liquor Control Board took necessary steps to hold a hearing regarding operations of the Windbreak Saloon. In the days before the hearing commenced, City staff along with members of the Liquor Board met with the owner/manager of the Windbreak and came to an understanding on operations changes that would allow the hearing to be canceled.

The agreed steps have been memorialized in the attached agreement. Please approve the agreement between Liquid Hospitality LLC d/b/a Windbreak Saloon and the City of Fargo.

RECOMMENDED MOTION:

Approve agreement between the City of Fargo and Liquid Hospitality, LLC d/b/a Windbreak Saloon.

AGREEMENT

This agreement is made by and between the city of Fargo, a North Dakota municipal corporation (City) and Liquid Hospitality, LLC, a North Dakota limited liability company, d/b/a Windbreak Saloon (Windbreak) for the purpose of memorializing certain terms and conditions for the resolution of the Notice of Violation of License Conditions pursuant to Fargo Municipal Code § 25-1512 (b)(6), dated February 15, 2023.

Now therefore, for good and valuable consideration hereby acknowledged, including a finding and recommendation by the Liquor Control Board and Board of City Commissioners that Windbreak is not presently in violation of the terms of its liquor license granted by the City, the parties agree as follows:

- (1) Windbreak shall obtain and utilize an Identification Scanner device commonly used and accepted in the industry for the purpose of deleting manufactured ("fake") identifications to prevent minors from accessing the premises. Such a scanner shall be utilized from 8:00 p.m. to 1:45 a.m. commencing Thursdays until Sunday morning, and at such other times as deemed necessary and appropriate by Windbreak management.
- (2) Windbreak shall maintain a list of excluded patrons identifying an appropriate, non-discriminatory reason for such exclusion. Windbreak shall further ensure that any persons on that list are prohibited from entry.

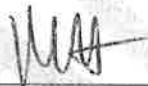
In the event of a police interaction at the Windbreak, police personnel shall be provided the opportunity to verify that no excluded persons were permitted within the premises and involved in the police interaction.

- (3) Windbreak agrees to take appropriate steps to improve the safety and culture of the liquor establishment by empowering its employees to act when appropriate and undertake the following educational and training activities.
 - (a) All personnel required by ordinance shall receive and maintain server training certification, and such certification shall be verified on a quarterly basis for one year, and thereafter in accordance with the ordinance.
 - (b) Windbreak shall ensure the installation and maintenance of security cameras within the establishment and the parking lot area, and shall make video footage available to the police upon request without the need for police to serve a subpoena for up to 30 days.

- (c) Door personnel and other employees working in a security capacity shall participate in a de-escalation training program approved by the City, to be completed within 6 months.
- (d) Windbreak shall take appropriate measures to ensure that Occupancy Capacity is not exceeded.
- (4) The parties agree that failure to abide by the terms of this Agreement, or a continuation or escalation of the concerning behavior that led to the Violation notice, shall cause the City to provide notice to Windbreak and recommence the process to present the violation to the Liquor Control Board and City Commission. In addition, this Agreement does not preclude the presentation of separate violations of Ordinance, including but not limited to service of underage persons, overserving or permissive obvious intoxication, after hours serving, or any other violation as provided by Ordinance.

Dated this 15 day of May 2023.

Liquid Hospitality, LLC, a North Dakota limited liability company



By: Michael Hlebechuk

Its: MH

Dated this ____ day of ____, 2023.

City of Fargo, a North Dakota municipal corporation

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Borrowed Bucks

DATE: May 24, 2022

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from BFG, Inc. d/b/a Borrowed Bucks Roadhouse until December 31, 2023

Borrowed Bucks has been in operation in the City of Fargo since 1991. Borrowed Bucks closed its doors June 5th 2022. The owners are requesting an extension of ordinance 25-1512 in order to sell the building and liquor license. The owners have found a party interested in purchasing the building and the liquor license and need the extension to continue negotiations of the sale.

Please see the attached letter from the company.

Please approve an extension of 25-1512 for BFG, Inc. d/b/a Borrowed Bucks Roadhouse until December 31, 2023.

Recommended Motion:

Move an extension of the requirements of 25-1512 to BFG, Inc. d/b/a Borrowed Bucks Roadhouse until December 31, 2023.



**BFG, INC.
P.O. BOX 2043
FARGO, ND 58107
Phone (701) 237-5151**

May 8, 2023

City of Fargo
City Auditor's Office
225 4th Street North
Fargo, ND 58102

ATTN: Steve Sprague

Dear Steve:

In November of 2022, I sent a letter requesting an extension of Liquor License #A8 issued to BFG, Inc. to June 30, 2023, which is the expiration date of the existing issued license. With submission of the renewal application for this license, I am requesting an additional six month extension of this license.

At this time, we do have a party interested in purchasing the former Borrowed Bucks Roadhouse property at 1201 Westrac Drive in Fargo, to include purchase of the existing liquor license. It is our desire to keep this license in good standing in order that we can continue negotiations on the sale of the property. Without an active license, I believe that the transaction will fall through.

If you have any questions or need additional information, please feel free to contact me at (701) 237-5151, extension 11, or Vonnie at extension 13.

Thank you.

Sincerely,

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

Randy Thorson
PRESIDENT

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer Agreement

Location: Dakota Commerce Center North Addition

Date of Hearing: 5/8/2023

Routing

City Commission

Date

5/30/2023

PWPEC File

X

Project File

Nathan Boerboom

11

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding a Developer's Agreement for Dakota Commerce Center North (DCCN) Addition.

Staff have worked with the Developer on an Agreement that details the necessary steps that the Developer will need to complete in order for the City to be able to provide infrastructure to the full subdivision. This Agreement specifies that the existing adjacent infrastructure limits the Developer to only being able to make an initial infrastructure request to serve Lots 5 through 7 of Block 1. The Developer also agrees that in order to fully serve Lots 1 through 4 of Block 1, that an additional infrastructure request will be necessary and may need to include sanitary and storm sewer improvements to be made outside of their subdivision area. Another item included within the Agreement is the limitation of the amount of storm water runoff allowed to be released from the site to 56 cubic feet per second until an additional trunk storm sewer outfall is installed to the Southeast Cass Water Resource District's Drain 10.

The Committee discussed the Agreement and with 52nd Avenue North being a minimum maintenance road, it was determined to only improve 37th Street North to the private access easement and transition to gravel north of the access.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Developer Agreement for the Dakota Commerce Center North Addition with the adjustment of roadway improvements to the private access

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for the Dakota Commerce Center North Addition with the adjustment of roadway improvements to the private access.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Michael Redlinger, City Administrator

☒☒☐

Bruce Grubb

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Terri Gayhart, Finance Director

☐☐☐

ATTEST:

B. E. Derrig

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Division Engineer
Date: May 3, 2023
Re: Developer Agreement for Dakota Commerce Center North Addition

Staff has been coordinating with the Developer on future infrastructure requests for the Dakota Commerce Center North (DCCN) Addition. As a result of this coordination, we have developed an Agreement that details the necessary steps that the Developer will need to complete in order for the City to be able to provide infrastructure to the full subdivision. This Agreement specifies that the existing adjacent infrastructure limits the Developer to only being able to make an initial infrastructure request to serve Lots 5 thru 7 of Block 1. Within the Agreement, the Developer also agrees that in order to fully serve Lots 1 thru 4 of Block 1, that an additional infrastructure request will be necessary, and that this request may need to include sanitary and storm sewer improvements to be made outside of their subdivision area. One last item included within the Agreement is the limitation of the amount of storm water runoff allowed to be released from the site to 56 cubic feet per second until an additional trunk storm sewer outfall is installed to Southeast Cass Water Resource District's Drain 10.

Attached with this memorandum is the full version of the Developer Agreement that provides further information on the items that the City and Developer agree upon to serve the DCCN Addition with City infrastructure.

Recommended Motion:

Approve the Developer Agreement for the Dakota Commerce Center North Addition.

Developer Agreement

This Agreement, made and entered into between Dakota Commerce Center 5, LLC, (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure (the “Project”) for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, known as Lots 1-7, Block 1 of the Dakota Commerce Center North Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer agrees to make an initial request for infrastructure to the City for the design, bidding, and construction administration of public infrastructure to service Lots 5, 6, and 7 of the Development Property.
 - a. The Developer’s initial request shall include underground utilities and paving, with curb and gutter, on 37th Street North from 46th Avenue North to the 40’ access and utility easement into the Development Property, and on 48th Avenue North, from Cass County Highway 81 to 37th Street North.
 - i. Water main connections will be provided from both 37th Street North and 48th Avenue North.
 - ii. Sanitary sewer will be provided from 48th Avenue North.
 - iii. Storm sewer will be provided from 48th Avenue North and routed through the existing trunk storm sewer main located within 46th Avenue North.
 - b. The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy.
3. The City agrees that upon completion of the installation of the infrastructure resulting from Developer’s initial request, that the Developer will be able to make a request for

the issuance of building permits from the City for Lots 5, 6, and 7 of the Development Property.

4. Developer agrees that, in addition to the Development Property following the City's Policy of Storm Water and Treatment Requirements, it will also be restricted to a maximum allowable release rate of 56 cubic feet per second from the Development Property until additional trunk storm sewer infrastructure is installed to Southeast Cass Water Resource District's Drain 10.
 - a. Developer hereby agrees to design its internal storm sewer system to allow for multiple connections to the City's storm sewer infrastructure along 37th Street North and complete these connections as additional storm sewer infrastructure is made available by City. Developer shall be responsible for the costs and expenses incurred by it in completing the connections to the City's storm sewer infrastructure.
5. Developer hereby understands and agrees that prior to the City considering any building permits for Lots 1, 2, 3, or 4 of the Development Property that the Developer must make an additional request for infrastructure.
 - a. The Developer's additional request shall include underground utilities and paving, with curb and gutter, on 37th Street North from the 40' access and utility easement into the Development Property to 52nd Avenue North, on 41st Street North from 48th Avenue North to 52nd Avenue North, and on 52nd Avenue North from Cass County Highway 81 to 37th Street North.
 - b. The Developer understands that a sanitary sewer lift station is required to provide sanitary sewer service to Lots 1, 2, 3, and 4. The service area for this sanitary sewer lift station is a larger area than just Lots 1, 2, 3, and 4, and if it is not in place prior to the additional infrastructure request being made by Developer that it shall be part of such request.
 - c. The Developer understands that additional trunk storm sewer is required to provide storm sewer service to Lots 1, 2, 3, and 4 and if these trunk storm sewer improvements are not in place prior to the additional infrastructure request being made by Developer that it shall be part of such request.
 - d. The funding of this additional infrastructure request will follow the City's Infrastructure Funding Policy.
6. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Project and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount,

benefit, or any other assessment attribute related to the installation and construction of the Project. Project costs which may be assessed against the Development Property include all costs of completing the construction of the Project.

7. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
8. The parties hereby agree that this Agreement may be recorded against the Development Property.
9. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
10. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
11. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
12. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
13. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

[The remainder of this page intentionally left blank – signature pages follow]

Developer

Dakota Commerce Center 5, LLC

Dated: 5-8-23



By: Paul Hyde

Its: President

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 8th day of May, 2023, before me, a notary public in and for said county and state, personally appeared Paul Hyde, an authorized signatory of Dakota Commerce Center 5, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Cally Samson
Notary Public
~~Cass County, ND~~ Hennepin Cty. MN
My Commission expires: 1/31/25

City of Fargo, a municipal corporation

Dated: _____

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY 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)

Exhibit A- Development Property

Lots One, Two, Three, Four, Five, Six and Seven in Block One of the Dakota Commerce Center
North Addition in the City of Fargo, Cass County, North Dakota

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-C1

Type: Change Order #1 & Time Extension

Location: 28th, 30th & 32nd Ave. N.,
42nd St. & 43rd St.

Date of Hearing: 5/22/2023

RoutingDate

City Commission

5/30/2023

PWPEC File

X

Project File

Jason Leonard

12

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Change Order #1 in the amount of \$85,174.00 for additional work as well as a 2-calendar day time extension to the Substantial Completion Date from September 30, 2023 to October 2, 2023.

Staff is recommending approval of Change Order #1 in the amount of \$85,174.00 and the associated 2-calendar day time extension to the Substantial Completion Date as described above.

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

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #1 in the amount of \$85,174.00 and the associated 2-calendar day time extension to the Substantial Completion Date from September 30, 2023 to October 2, 2023 to Dakota Underground.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: WW & 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/ACOMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Michael Redlinger, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Vacant, Finance Director

Present

Yes

No

Unanimous

☐☐☐☒☒☒☐

Mark Williams

☒☒☐

Ryan Erickson

☒☒☐

Bruce Grubb

☒☒☐☒☒☐☒☒☐☐☐☐

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: May 19, 2023
Re: Improvement District No. BN-22-C1 –Change Order #1 & Time Extension

Background:

Improvement District No. BN-22-C1 is for Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals on 28th Avenue North, 30th Avenue North, 32nd Avenue North, 42nd Street North and 43rd Street North in the Laverne's 2nd Addition.

One hundred sixty-five linear feet of additional water main is being added on 32nd Avenue North for the future connection with Improvement District No. UN-23-A1 to complete the north side water main looping. Special Bid item A is for the potholing of the Casselton Ethanol plant effluent line and the proposed water main lower. With this added work the Contractor is requesting 1 additional day be added to the Substantial Completion. All cost to complete this work is \$50,732.

In coordination with the proposed 45th Street North urbanization project near 28th Avenue North, a new 30-inch storm sewer pipe is being added to the contract to provide existing and future drainage for the land west of 45th Street North. With this added work the Contractor is requesting 1 additional day be added to the Substantial Completion. All cost to complete this work is \$34,442.

Recommended Motion:

Approve Change Order #1 in the amount of \$85,174.00 and modify the current Substantial Completion date from September 30, 2023 to October 2, 2023.

JTL/klb
Attachments



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-C1

28TH AVE N BETWEEN 41ST ST N & 45TH ST N, 30TH AVE N BETWEEN 41ST ST N &
43RD ST N, 32ND AVE N BETWEEN 41ST ST N & 42ND ST N, 42ND ST N BETWEEN
28TH AVE N & 32TH AVE N, 43RD ST N BETWEEN 28TH AVE N & 32ND AVE N

Change Order No 1 Change Order Date 5/18/2023
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

One hundred sixty-five linear feet of additional water main is being added on 32nd Ave N for the future connection with ID # UN-23-A1 to complete the north side water main looping. Special Bid item A is for the potholing of the Casselton Ethanol plant effluent line and the proposed water main lower. With this added work the Contractor is requesting 1 additional day be added to the Substantial Completion. All cost to complete this work is \$50,732. In coordination with the proposed 45th St N urbanization project near 28th Ave N a new 30 inch storm sewer pipe is being added to the contract to provide existing and future drainage for the land west of 45th St N. With this added work the Contractor is requesting 1 additional day be added to the Substantial Completion. All cost to complete this work is \$34,442.

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	46	F&I Fittings C153 Ductile Iron	LB	0	0	0	713	713	\$19.00	\$13,547.00
	47	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	0	0	0	165	165	\$209.00	\$34,485.00
	48	F&I Flap Gate 30" Dia Stainless Steel	EA	0	0	0	1	1	\$7,900.00	\$7,900.00
	49	F&I Pipe 30" Dia	LF	0	0	0	52	52	\$209.00	\$10,868.00
	50	F&I Pipe w/GB 30" Dia Reinf Conc	LF	0	0	0	60	60	\$245.00	\$14,700.00
	51	Traffic Control - Type 1	LS	0	0	0	1	1	\$974.00	\$974.00
	52	Special Bid Item A	LS	0	0	0	1	1	\$2,700.00	\$2,700.00
	Change Order 1 Sub Total									\$85,174.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$85,174.00

\$0.00

\$18,578,544.59

\$18,663,718.59

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

CONTRACT DATES

Current Substantial Completion Date

9/30/2023

Current Final Completion Date

10/30/2023

Additional Days Substantial Completion

2

Additional Days Final Completion

0

New Substantial Completion Date

10/2/2023

New Final Completion Date

10/30/2023

Interim Completion Dates

APPROVED
For Contractor
Title

Jared Heller, PE
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest





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

May 24, 2023

13

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-23-J1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 24, 2023, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-23-J1, located on 1st Ave S Between 4th and 7th St, Broadway S from 1st Ave S to 1/2 block north of 1st Ave S.

The bids were as follows:

Dakota Underground Co Inc Northern	\$3,930,816.24
Improvement Co	\$4,851,782.00
Engineers Estimate	\$3,309,953.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$3,930,816.24 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # BR-23-J1
Paving And Utility Rehab/Reconstruction

1st Ave S Between 4th and 7th St, Broadway S from 1st Ave S to
 1/2 block north of 1st Ave S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-23-J1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Manhole	EA	6.00	3,000.00	18,000.00
2	Remove Pipe All Sizes All Types	LF	165.00	35.00	5,775.00
3	Repair Manhole Floor & Invert	EA	2.00	1,500.00	3,000.00
4	Connect Pipe to Exist Pipe	EA	1.00	2,500.00	2,500.00
5	Connect Pipe to Exist Structure	EA	3.00	5,000.00	15,000.00
6	Connect Sewer Service	EA	10.00	3,500.00	35,000.00
7	F&I Controlled Density Fill	CY	80.00	110.00	8,800.00
8	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.01	2.00
9	F&I Manhole 4' Dia Reinf Conc	EA	5.00	14,500.00	72,500.00
10	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	2.00	21,300.00	42,600.00
11	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	368.00	121.00	44,528.00
12	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	318.00	218.00	69,324.00
13	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	176.00	240.00	42,240.00
14	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	683.00	264.00	180,312.00
Sanitary Sewer Total					539,581.00
Water Main					
15	Furnish Temp Water Svc	EA	4.00	15,000.00	60,000.00
16	Remove Pipe All Sizes All Types	LF	250.00	66.00	16,500.00
17	Connect Pipe to Exist Pipe	EA	12.00	2,500.00	30,000.00
18	Connect Water Service	EA	4.00	3,440.00	13,760.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Controlled Density Fill	CY	30.00	110.00	3,300.00
20	F&I Hydrant	EA	4.00	8,600.00	34,400.00
21	F&I Hydrant Ext. 6" High	EA	2.00	1,400.00	2,800.00
22	F&I Hydrant Ext. 12" High	EA	2.00	1,600.00	3,200.00
23	F&I Gate Valve 4" Dia	EA	2.00	3,000.00	6,000.00
24	F&I Gate Valve 6" Dia	EA	8.00	3,200.00	25,600.00
25	F&I Gate Valve 10" Dia	EA	1.00	5,700.00	5,700.00
26	F&I Gate Valve 12" Dia	EA	2.00	7,000.00	14,000.00
27	F&I Fittings C153 Ductile Iron	LB	2,562.00	10.00	25,620.00
28	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	875.00	0.01	8.75
29	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	63.00	150.00	9,450.00
30	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	237.00	160.00	37,920.00
31	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	104.00	182.00	18,928.00
32	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	878.00	201.00	176,478.00
33	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	3.00	440.00	1,320.00
34	F&I Pipe w/GB C900 DR 18 - 20" Dia PVC	LF	6.00	582.00	3,492.00
35	F&I Pipe w/GB 2" Dia Water Service	LF	58.00	155.00	8,990.00
36	F&I CS & Box 2" Dia	EA	1.00	2,800.00	2,800.00
Water Main Total					500,266.75
Storm Sewer					
37	Remove Inlet	EA	6.00	1,000.00	6,000.00
38	Remove Pipe All Sizes All Types	LF	90.00	50.00	4,500.00
39	Repair Manhole Floor & Invert	EA	3.00	2,000.00	6,000.00
40	Connect Pipe to Exist Pipe	EA	3.00	2,500.00	7,500.00
41	Connect Pipe to Exist Structure	EA	3.00	3,500.00	10,500.00
42	F&I Controlled Density Fill	CY	15.00	110.00	1,650.00
43	F&I Manhole 4' Dia Reinf Conc	EA	3.00	7,730.00	23,190.00
44	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	7,630.00	7,630.00
45	F&I Inlet - Double Box (DBI) Reinf Conc	EA	7.00	9,530.00	66,710.00
46	F&I Pipe w/GB 12" Dia Reinf Conc	LF	40.00	153.00	6,120.00
47	F&I Pipe w/GB 15" Dia Reinf Conc	LF	277.00	162.00	44,874.00
48	F&I Pipe w/GB 18" Dia Reinf Conc	LF	106.00	164.00	17,384.00
Storm Sewer Total					202,058.00
Paving					
49	Construction Inspection of Structures and Monitoring	LS	1.00	68,560.00	68,560.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Traffic Control - Type 2	LS	1.00	37,900.00	37,900.00
51	Construction Signing	SF	40.00	11.00	440.00
52	Stormwater Management	LS	1.00	8,000.00	8,000.00
53	Temp Construction Entrance	EA	3.00	0.01	0.03
54	Temp Fence - Safety	LS	1.00	63,000.00	63,000.00
55	Site Access Protection	LS	1.00	50,000.00	50,000.00
56	Inlet Protection - New Inlet	EA	24.00	250.00	6,000.00
57	Inlet Protection - Existing Inlet	EA	7.00	250.00	1,750.00
58	Remove Pavement All Thicknesses All Types	SY	7,425.00	25.00	185,625.00
59	Remove Curb & Gutter	LF	2,300.00	12.00	27,600.00
60	Rem & Repl Pavement 9" Thick Doweled Conc	SY	30.00	185.00	5,550.00
61	Remove Sidewalk All Thicknesses All Types	SY	2,435.00	16.00	38,960.00
62	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	32.00	120.00	3,840.00
63	Remove Driveway All Thicknesses All Types	SY	355.00	16.00	5,680.00
64	Rem & Repl Casting - Inlet	EA	3.00	1,200.00	3,600.00
65	Rem & Repl Casting - Floating Manhole	EA	1.00	2,500.00	2,500.00
66	Repair Pavement - Patch Asph	SY	100.00	1.00	100.00
67	Casting to Grade - w/Conc	EA	24.00	700.00	16,800.00
68	GV Box to Grade - w/Conc	EA	12.00	600.00	7,200.00
69	Excavation	CY	4,000.00	7.00	28,000.00
70	Subgrade Preparation	SY	7,390.00	9.00	66,510.00
71	Boulevard Grading	SY	450.00	15.00	6,750.00
72	F&I Woven Geotextile	SY	7,390.00	3.00	22,170.00
73	F&I Class 5 Agg - 12" Thick	SY	7,390.00	27.00	199,530.00
74	F&I Edge Drain 4" Dia PVC	LF	2,550.00	15.00	38,250.00
75	F&I Curb & Gutter Mountable (Type I)	LF	220.00	34.00	7,480.00
76	F&I Curb & Gutter Standard (Type II)	LF	2,330.00	34.00	79,220.00
77	F&I Pavement 9" Thick Doweled Conc	SY	6,500.00	138.00	897,000.00
78	F&I Sidewalk 4" Thick Reinf Conc	SY	2,000.00	92.00	184,000.00
79	F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	110.00	3,300.00
80	F&I Det Warn Panels Cast Iron	SF	128.00	65.00	8,320.00
81	F&I Driveway 6" Thick Reinf Conc	SY	300.00	110.00	33,000.00
82	F&I Casting - Std Manhole	EA	2.00	1,100.00	2,200.00
83	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	60.00	450.00	27,000.00
84	Seeding Type C	SY	450.00	4.00	1,800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
85	Mulching Type 1 Hydro	SY	450.00	4.00	1,800.00
86	Weed Control Type B	SY	450.00	0.30	135.00
87	Tree Protection	EA	4.00	440.00	1,760.00
Paving Total					2,141,330.03
Street Amenities					
88	Rem & Repl Landscaping	LS	1.00	10,000.00	10,000.00
89	Remove Tree	EA	6.00	1,500.00	9,000.00
90	F&I Impressioned 4" Thick Reinf Conc	SY	730.00	177.00	129,210.00
Street Amenities Total					148,210.00
Street Lights					
91	Remove Street Light	EA	9.00	715.00	6,435.00
92	Remove Base	EA	10.00	825.00	8,250.00
93	Remove Pull Box	EA	1.00	660.00	660.00
94	Relocate Street Light	EA	4.00	1,540.00	6,160.00
95	F&I Pull Box	EA	2.00	2,750.00	5,500.00
96	F&I Street Light Foundation	EA	3.00	1,650.00	4,950.00
97	F&I Base 6' Deep Reinf Conc	EA	12.00	1,650.00	19,800.00
98	F&I Innerduct 1.5" Dia	LF	2,158.00	16.50	35,607.00
99	F&I Conductor #6 USE Cu	LF	6,780.00	3.00	20,340.00
100	F&I Luminaire Type C	EA	5.00	990.00	4,950.00
101	F&I Luminaire Type D	EA	6.00	1,045.00	6,270.00
102	F&I Light Standard Type A	EA	11.00	5,610.00	61,710.00
103	Interim Lighting System	LS	1.00	61,600.00	61,600.00
Street Lights Total					242,232.00
Signing					
104	F&I Sign Assembly	EA	25.00	96.00	2,400.00
105	F&I Sign Assembly & Anchor	EA	26.00	110.00	2,860.00
106	F&I Diamond Grade Cubed	SF	75.60	24.10	1,821.96
107	F&I High Intensity Prismatic	SF	64.00	22.00	1,408.00
Signing Total					8,489.96
Pavement Marking					
108	Pavement Markings	LS	1.00	11.00	11.00
109	F&I Pavement Markings Green	SF	480.00	44.00	21,120.00
110	F&I Grooved Plastic Film Message	SF	162.00	49.50	8,019.00
111	F&I Grooved Plastic Film 16" Wide	LF	57.00	38.50	2,194.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
112	F&I Grooved Plastic Film 24" Wide	LF	352.00	55.00	19,360.00
113	F&I Grooved Contrast Film 7" Wide	LF	6,200.00	15.40	95,480.00
114	F&I Grooved Thermoplastic Pavement Marking Message	SF	56.00	44.00	2,464.00
Pavement Marking Total					148,648.50
Total Construction in \$					3,930,816.24
Engineering				10.00%	393,081.63
Admin				4.00%	157,232.65
Legal				3.00%	117,924.48
Interest				4.00%	157,232.65
Contingency				5.00%	196,540.81
Total Estimated Costs					4,952,828.46
State Funds - Other ND					3,494,048.34
Special Assessments					1,458,780.12
Unfunded Costs					0.00

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

Date: 05/24/2023



Thomas Knakmuhs

Assistant City Engineer



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Easement

Location: Kirsten Lane – 25th St to 27th St

Date of Hearing: 5/22/2023

<u>Routing</u>	<u>Date</u>
City Commission	5/30/2023
PWPEC File	X
Project File	Kevin Gorder

(14)

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a 5' expansion of a utility easement along the detention pond off of 32nd Avenue South with Cass County Electric Cooperative (CCEC) to accommodate their relocation.

CCEC needs to relocate one of their main underground lines along 32nd Avenue South. The right of way (ROW) for 32nd Avenue South is narrow and very congested. CCEC is working to relocate off of 32nd Avenue by rerouting south of Sanford in a private easement, continue west along Kirsten Lane, and in a public utility easement south of Oak Grove and United Automotive Tech Center.

The area in and around 25th Street and 32nd Avenue South is very congested with private underground utilities with multiple fiber installations around a hub at 33rd Avenue South and 25th Street. The ROW for Kirsten Lane is 50' wide with a 10' utility easement on both sides. The existing right of way and adjacent utility easements are basically full and finding a route is difficult.

CCEC has requested a 5' expansion of the utility easement along the detention pond to accommodate their relocation off of 32nd Avenue South. This would be an easement granted to CCEC but it is not exclusive and this 5' expansion could allow another utility a running line if requested in the future.

On a motion by Tim Mahoney, seconded by Mark Williams, the Committee voted to recommend approval of the expansion of the utility easement along the detention pond.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the expansion of the utility easement along the detention pond.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes	No
N/A	
N/A	
N/A	

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

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: May 17, 2023
Re: Non-Exclusive Easement Cass County Electric
Kirsten Lane – 25th Street to 27th Street South

Background:

Cass County Electric Cooperative (CCEC) needs to relocate one of their main underground lines along 32nd Avenue South. The right of way for 32nd Avenue South is narrow and very congested. CCEC is working to relocate off of 32nd Avenue by rerouting south of Sanford in a private easement, continue west along Kirsten Lane, and in a public utility easement south of Oak Grove and United Automotive Tech Center. A map of the proposed route is attached.

The area in and around 25th Street and 32nd Avenue South is very congested with private underground utilities with multiple fiber installations around a hub at 33rd Avenue South and 25th Street. The right of way for Kirsten Lane is 50' wide with a 10' utility easement on both sides. The existing right of way and adjacent utility easements are basically full and finding a route is difficult. A picture showing the locate flags is also attached.

CCEC has requested a 5' expansion of the utility easement along the detention pond to accommodate their relocation off of 32nd Avenue South. This would be an easement granted to CCEC but it is not exclusive and this 5' expansion could allow another utility a running line if requested in the future.

I have attached a draft copy of the easement created by CCEC and our City Attorneys' office is reviewing the language and may need some editing after their review.

CCEC has started relocation along some of the route and will not be able to finish the relocation until a path between 25th and 27th Street is identified. We do not usually ask PWPEC for approval until the agreement is finished. Relocation of this power line could impact 32nd Avenue construction and we are looking for early approval of this route and easement so CCEC can continue relocation of their power line. If we determine it is not feasible to allow this easement, we will inform CCEC to continue looking for other routes around this area.

Recommended Motion:

Approve the expansion of the utility easement along the detention pond and forward the easement to City Commission after legal review of the easement language.

PERMANENT EASEMENT
(Electrical Utilities)

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF FARGO, NORTH DAKOTA, a municipal 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 CASS COUNTY ELECTRIC COOPERATIVE, INC., a cooperative corporation, whose address is Fargo, North Dakota, its successors and assigns, hereinafter referred to as "Grantee", a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such underground electric transmission line or facilities and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Cass, State of North Dakota, which Grantor owns or in which Grantor has an interest said tract being more particularly described as follows:

(For full description of the easement area and property affected, see below under PROPERTY DESCRIPTION)

Nonexclusive easement for purposes of this document shall mean that Grantor is free to grant electric transmission line, telecommunications or other easements in the subject property so long as the same does not interfere with Grantee's use of the subject underground easement. Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted. It is expressly 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, laying, maintaining, operating or repairing its underground electric transmission line or telecommunications facilities and customary appurtenances.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

PROPERTY DESCRIPTION

A five foot (5.00') wide easement for utility purposes, over Lot One (1), Block Three (3), Park's 5th Addition, City of Fargo, Cass County, North Dakota, the centerline of which lies twelve and one half feet (12.5') East of and parallel to, the West line of said Lot 1 (1)

And

A five foot (5.00') wide easement for utility purposes, over Lot One (1), Block Three (3), Park's 5th Addition, City of Fargo, Cass County, North Dakota, the centerline of which lies twelve and one half feet (12.5') South of and parallel to, the North line of said Lot 1 (1).

Property Description created by Cass County Electric Cooperative

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

City of Fargo,
North Dakota Municipal Corporation

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

ATTEST

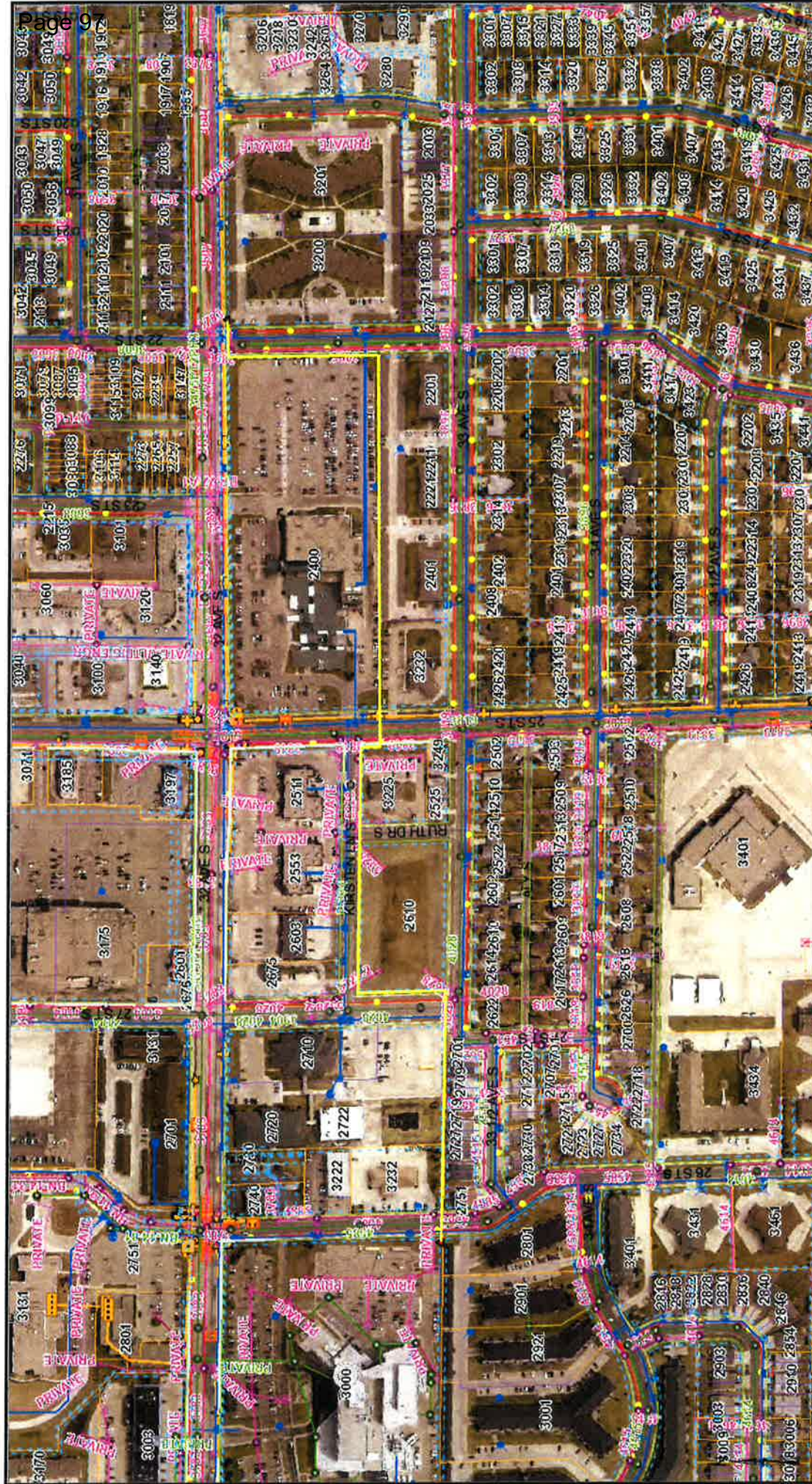
Steven Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires: _____



CCEC-32 Ave S Reroute

5/18/2023 7:43 AM

1:4,514

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

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



PARK'S 5th ADD.

a replat of all of Blk. 1, Park's 4th

Add

3

1

2610

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



REPORT OF ACTION
FINANCE COMMITTEE

(15)

Project No.: UN-23-A1**Type:** Deferral**Location:** North Edge of City Limits (45th St – 25th St)**Date of Hearing:** May 22, 2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>05/30/2023</u>
Project File	<u>Dan Eberhardt</u>
	<u>Nathan Boerboom</u>

A request for a deferral for North Fargo Land, LLC and ARD Properties, LLC was presented to the Committee. Project UN-23-A1 is for the expansion of the water distribution system along the northern edge of City limits and is set to receive bids on June 7, 2023. One area in this project that the City does not have land rights to is the property owned by North Fargo Land, LLC and ARD Properties, LLC. The City has approved the purchase of easements with the property owners for the installation of the water main. The owners have tentatively agreed to grant these easements if the City is willing to grant the deferral request.

MOTION:

On a motion by Steve Sprague, seconded by Mike Redlinger, the Finance Committee voted to recommend approval of the deferral and forward on to City Commission.

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



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

Memorandum

To: Members of the Finance Committee
From: Dan Eberhardt, Special Assessments Coordinator
Date: May 17, 2023
Re: Request for Deferment of Special Assessments for North Fargo Land, LLC. (Knutson) and ARD Properties, LLC. (Duda)

Background:

The Engineering and Water Utility Departments have completed the design for the expansion of the water distribution system along the northern edges of existing City limits. Once completed this project will allow for the transfer of water from the east side of I-29 to the west side of I-29, adding increased water flows, capacity, and redundancy to this area of the City. This project is scheduled to receive bids on June 7th, 2023. This will allow staff to present to the North Dakota State Water Commission (SWC) the actual costs of the project on June 8th, 2023, which is when the SWC is expected to take an action on our grant application for a cost share of the project's costs.

We currently have all the land rights in place to allow for the installation of this water main with the exception of the portion that is located within the proposed Interstate Business District (IBD) Addition. The IBD is currently going through the platting process and is scheduled to be on the June Planning Commission for consideration. Due to the platting process for the IBD being delayed, we have approached the two property owners, North Fargo Land, LLC. and ARD Properties, LLC., on granting the City an easement for the installation of the water main. These easements would provide the City certainty that the water main could be constructed as planned if unforeseen circumstances lead to the IBD plat not being approved.

The property owners have tentatively agreed to granting these easements if the City is willing to grant a ten year, non-interest bearing deferral to their properties. Due to the timing and importance of this water main project, Engineering staff supports this deferral request. Please be aware that these two deferrals would only be utilized if the IBD plat is not approved. If the plat is approved, then these deferrals would not move forward and

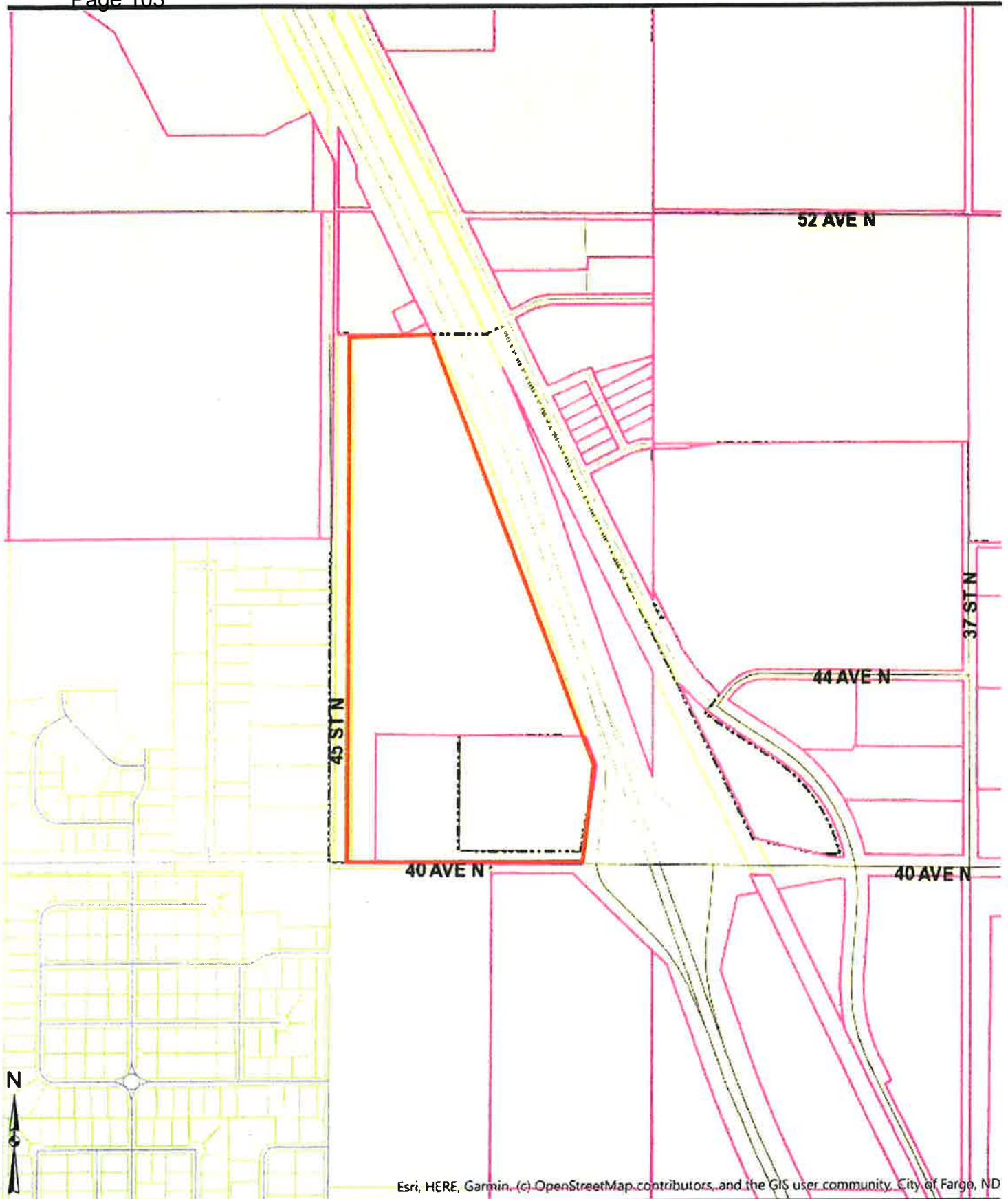
the costs of this water main project would be special assessed to these two parcels per the City's Infrastructure Funding Policy.

Recommendation Motion:

Engineering/Special Assessments recommends approval of a ten year, non-interest bearing deferral for parcels 60-0000-01060-010 (North Fargo Land, LLC.) and 60-0000-01060-020 (ARD Properties, LLC.), which will only be utilized if the proposed Industrial Business District Addition is not approved.

DBE
Attachments

C: Brenda Derrig, City Engineer
Nathan Boerboom, Division Engineer



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

Duda/Knutson

1:18,056

5/17/2023 12:13 PM

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

THE CITY OF
Fargo
FAR MORE

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between North Fargo Land, LLC, a North Dakota limited liability company, hereinafter called "Owner", and the City of Fargo, North Dakota, a municipal corporation ("City").

Recitals

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

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

WHEREAS, City will establish a property improvement project or projects wherein the City will install improvements to the existing water distribution system over and across Owner's property; and,

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

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

Agreement

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

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

Dated this 23 day of May, 2023.

North Fargo Land, LLC, a North
Dakota limited liability company

By Ronald Knuts

Its member

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

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared _____ to me known to be the President of North Fargo Land, LLC, a North Dakota limited liability company, that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

(SEAL)*

Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2023.

CITY OF FARGO, A North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

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

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

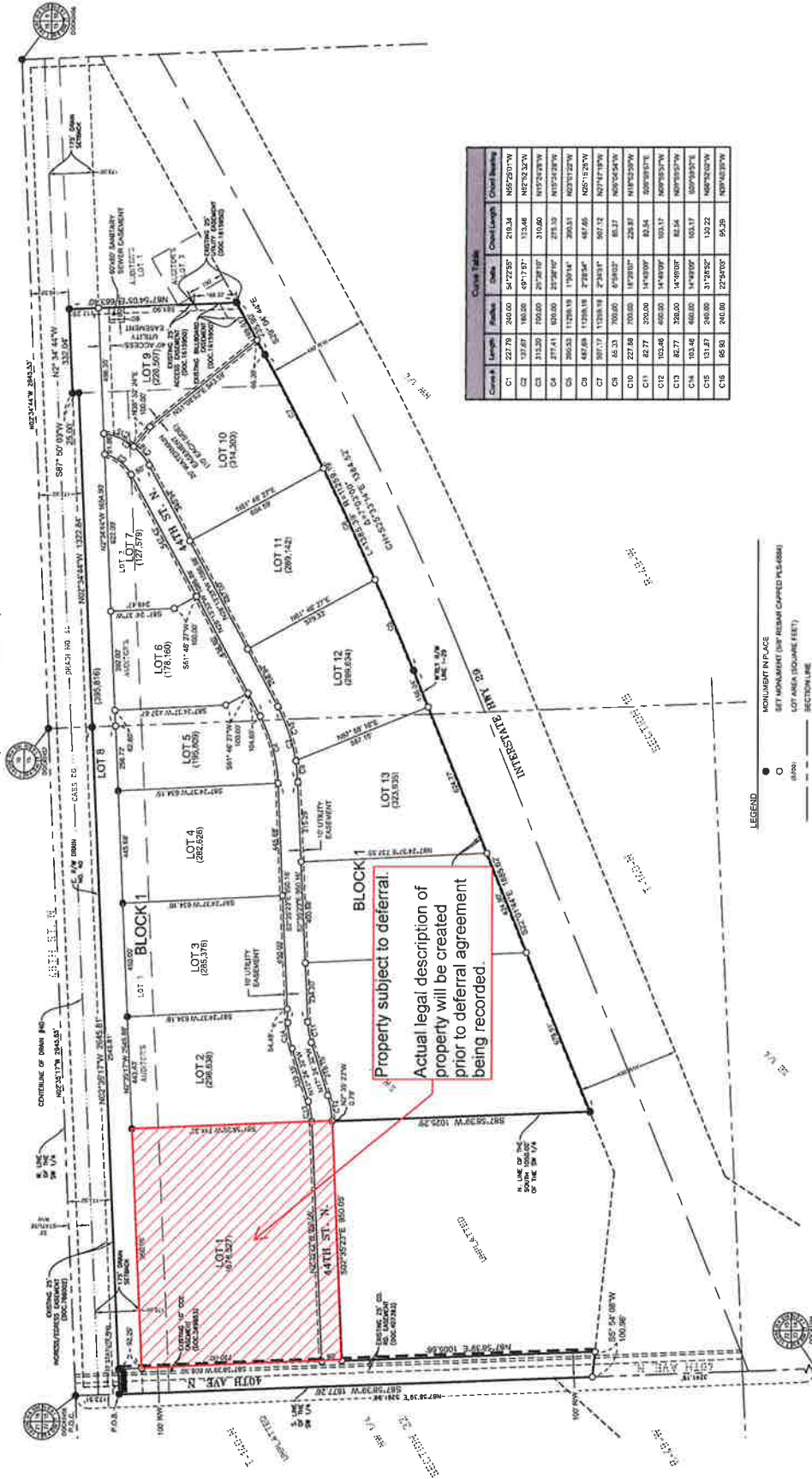
(SEAL)

Notary Public
Cass County, North Dakota

Exhibit A

INTERSTATE BUSINESS DISTRICT ADDITION

TO THE CITY OF FARGO, A PLAT OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA
(A MAJOR SUBDIVISION)



Corner #	Length	Radius	Chord Length	Chord Bearing
C1	227.79	240.00	54°22'55"	N57°20'17"W
C2	137.67	160.00	49°17'57"	N57°26'37"W
C3	312.20	360.00	29°28'10"	N57°24'29"W
C4	277.41	360.00	22°28'40"	N57°24'29"W
C5	260.53	1200.00	1°59'14"	N57°24'29"W
C6	482.68	1200.00	2°39'54"	N57°24'29"W
C7	397.73	1200.00	2°39'54"	N57°24'29"W
C8	68.23	700.00	0°39'02"	N57°24'29"W
C9	227.68	700.00	14°39'09"	N57°24'29"W
C10	227.68	700.00	14°39'09"	N57°24'29"W
C11	82.77	360.00	14°39'09"	N57°24'29"W
C12	102.48	360.00	14°39'09"	N57°24'29"W
C13	82.77	360.00	14°39'09"	N57°24'29"W
C14	102.48	360.00	14°39'09"	N57°24'29"W
C15	131.87	360.00	14°39'09"	N57°24'29"W
C16	68.23	700.00	0°39'02"	N57°24'29"W
C17	397.73	1200.00	2°39'54"	N57°24'29"W
C18	482.68	1200.00	2°39'54"	N57°24'29"W
C19	397.73	1200.00	2°39'54"	N57°24'29"W
C20	68.23	700.00	0°39'02"	N57°24'29"W
C21	227.68	700.00	14°39'09"	N57°24'29"W
C22	227.68	700.00	14°39'09"	N57°24'29"W
C23	82.77	360.00	14°39'09"	N57°24'29"W
C24	102.48	360.00	14°39'09"	N57°24'29"W
C25	82.77	360.00	14°39'09"	N57°24'29"W
C26	102.48	360.00	14°39'09"	N57°24'29"W
C27	131.87	360.00	14°39'09"	N57°24'29"W
C28	68.23	700.00	0°39'02"	N57°24'29"W
C29	397.73	1200.00	2°39'54"	N57°24'29"W
C30	482.68	1200.00	2°39'54"	N57°24'29"W
C31	397.73	1200.00	2°39'54"	N57°24'29"W
C32	68.23	700.00	0°39'02"	N57°24'29"W
C33	227.68	700.00	14°39'09"	N57°24'29"W
C34	227.68	700.00	14°39'09"	N57°24'29"W
C35	82.77	360.00	14°39'09"	N57°24'29"W
C36	102.48	360.00	14°39'09"	N57°24'29"W
C37	82.77	360.00	14°39'09"	N57°24'29"W
C38	102.48	360.00	14°39'09"	N57°24'29"W
C39	131.87	360.00	14°39'09"	N57°24'29"W
C40	68.23	700.00	0°39'02"	N57°24'29"W
C41	397.73	1200.00	2°39'54"	N57°24'29"W
C42	482.68	1200.00	2°39'54"	N57°24'29"W
C43	397.73	1200.00	2°39'54"	N57°24'29"W
C44	68.23	700.00	0°39'02"	N57°24'29"W
C45	227.68	700.00	14°39'09"	N57°24'29"W
C46	227.68	700.00	14°39'09"	N57°24'29"W
C47	82.77	360.00	14°39'09"	N57°24'29"W
C48	102.48	360.00	14°39'09"	N57°24'29"W
C49	82.77	360.00	14°39'09"	N57°24'29"W
C50	102.48	360.00	14°39'09"	N57°24'29"W
C51	131.87	360.00	14°39'09"	N57°24'29"W
C52	68.23	700.00	0°39'02"	N57°24'29"W
C53	397.73	1200.00	2°39'54"	N57°24'29"W
C54	482.68	1200.00	2°39'54"	N57°24'29"W
C55	397.73	1200.00	2°39'54"	N57°24'29"W
C56	68.23	700.00	0°39'02"	N57°24'29"W
C57	227.68	700.00	14°39'09"	N57°24'29"W
C58	227.68	700.00	14°39'09"	N57°24'29"W
C59	82.77	360.00	14°39'09"	N57°24'29"W
C60	102.48	360.00	14°39'09"	N57°24'29"W
C61	82.77	360.00	14°39'09"	N57°24'29"W
C62	102.48	360.00	14°39'09"	N57°24'29"W
C63	131.87	360.00	14°39'09"	N57°24'29"W
C64	68.23	700.00	0°39'02"	N57°24'29"W
C65	397.73	1200.00	2°39'54"	N57°24'29"W
C66	482.68	1200.00	2°39'54"	N57°24'29"W
C67	397.73	1200.00	2°39'54"	N57°24'29"W
C68	68.23	700.00	0°39'02"	N57°24'29"W
C69	227.68	700.00	14°39'09"	N57°24'29"W
C70	227.68	700.00	14°39'09"	N57°24'29"W
C71	82.77	360.00	14°39'09"	N57°24'29"W
C72	102.48	360.00	14°39'09"	N57°24'29"W
C73	82.77	360.00	14°39'09"	N57°24'29"W
C74	102.48	360.00	14°39'09"	N57°24'29"W
C75	131.87	360.00	14°39'09"	N57°24'29"W
C76	68.23	700.00	0°39'02"	N57°24'29"W
C77	397.73	1200.00	2°39'54"	N57°24'29"W
C78	482.68	1200.00	2°39'54"	N57°24'29"W
C79	397.73	1200.00	2°39'54"	N57°24'29"W
C80	68.23	700.00	0°39'02"	N57°24'29"W
C81	227.68	700.00	14°39'09"	N57°24'29"W
C82	227.68	700.00	14°39'09"	N57°24'29"W
C83	82.77	360.00	14°39'09"	N57°24'29"W
C84	102.48	360.00	14°39'09"	N57°24'29"W
C85	82.77	360.00	14°39'09"	N57°24'29"W
C86	102.48	360.00	14°39'09"	N57°24'29"W
C87	131.87	360.00	14°39'09"	N57°24'29"W
C88	68.23	700.00	0°39'02"	N57°24'29"W
C89	397.73	1200.00	2°39'54"	N57°24'29"W
C90	482.68	1200.00	2°39'54"	N57°24'29"W
C91	397.73	1200.00	2°39'54"	N57°24'29"W
C92	68.23	700.00	0°39'02"	N57°24'29"W
C93	227.68	700.00	14°39'09"	N57°24'29"W
C94	227.68	700.00	14°39'09"	N57°24'29"W
C95	82.77	360.00	14°39'09"	N57°24'29"W
C96	102.48	360.00	14°39'09"	N57°24'29"W
C97	82.77	360.00	14°39'09"	N57°24'29"W
C98	102.48	360.00	14°39'09"	N57°24'29"W
C99	131.87	360.00	14°39'09"	N57°24'29"W
C100	68.23	700.00	0°39'02"	N57°24'29"W

Mead & Hunt
PROJECT NO. 4886132-212541.01
SHEET 1 OF 2

0 200 400
Scale
BASIS OF SURVEY IS CITY OF FARGO
GRAND COORDINATE SYSTEM, DEC. 1962

- LEGEND**
- MONUMENT IN PLACE
 - SET MONUMENT (DIFFERENTIAL PLANNING)
 - LOT AREA (SQUARE FEET)
 - SECTION LINE
 - QUARTERLINE
 - EXISTING PROPERTY LINE
 - EXISTING FRONT OF WAY
 - EXISTING BASEMENT LINE
 - NEW LOT LINE
 - NEW BLOCK LINE
 - PLAT BOUNDARY
 - NEW BASEMENT LINE
 - NEGATIVE ACCESS EASEMENT

- NOTES**
- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 - NEGATIVE ACCESS EASEMENT AS NOTED ON THE PLAT OF GOLDEN VALLEY THIRD ADDITION IS AN EASEMENT DEDICATING AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OF PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STOP-UP AND IS NOT A DEDICATION OF A LOT LINE OR EASEMENT WITHIN THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

Exhibit B

Improvements to existing water distribution system, including the construction of an additional crossing of I-29, expansion of the water distribution system in the industrial portion of north Fargo, and expansion of the water distribution system in the industrial portion of north Fargo.

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between ARD Properties, LLC, a North Dakota limited liability company, hereinafter called "Owner", and the City of Fargo, North Dakota, a municipal corporation ("City").

Recitals

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

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

WHEREAS, City will establish a property improvement project or projects wherein the City will install improvements to the existing water distribution system over and across Owner's property; and,

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

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

Agreement

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

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

Dated this 25th day of May, 2023.

ARD Properties, LLC, a North
Dakota limited liability company

By Trent Duda

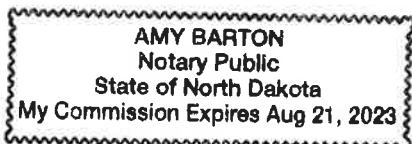
Its President

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

On this 25th day of MAY, 2023, before me, a notary public in and for said county and state, personally appeared TRENT DUDA to me known to be the President of ARD Properties, LLC, a North Dakota limited liability company, that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

(SEAL)

Amy Barton
Notary Public
Cass County, North Dakota



Dated this ____ day of _____, 2023.

CITY OF FARGO, A North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

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

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

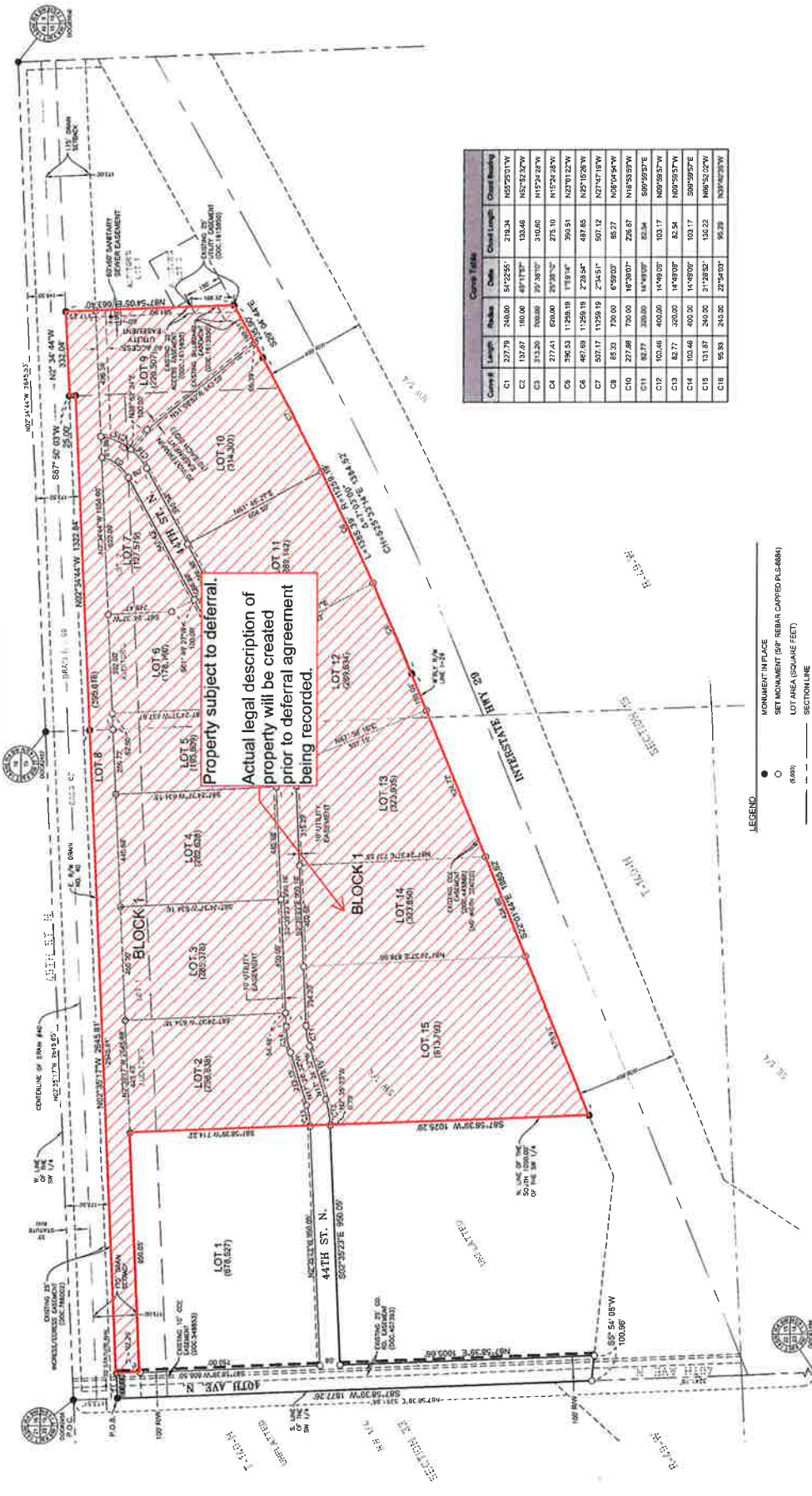
(SEAL)

Notary Public
Cass County, North Dakota

Exhibit A

INTERSTATE BUSINESS DISTRICT ADDITION

TO THE CITY OF FARGO, A PLAT OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA
(A MAJOR SUBDIVISION)



Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	227.79	240.00	54°22'51"	218.34	N55°20'11"W
C2	132.67	160.00	44°11'31"	133.46	N57°52'32"W
C3	313.30	360.00	30°30'00"	316.62	N57°52'32"W
C4	277.61	600.00	25°30'00"	275.10	N55°28'45"W
C5	595.53	1125.00	17°19'18"	599.91	N23°18'12"W
C6	495.69	1125.00	2°34'51"	497.65	N57°16'26"W
C7	507.17	1125.00	17°19'18"	507.12	N27°47'19"W
C8	85.32	700.00	6°59'03"	85.27	N58°54'54"W
C9	277.61	700.00	10°30'00"	276.97	N19°53'37"W
C10	82.77	380.00	14°48'00"	82.54	S89°59'57"E
C11	103.66	400.00	14°48'00"	103.17	N09°59'57"E
C12	82.77	380.00	14°48'00"	82.54	N09°59'57"E
C13	103.66	400.00	14°48'00"	103.17	S09°59'57"E
C14	131.87	240.00	31°28'02"	132.22	N86°52'02"W
C15	95.93	240.00	27°54'03"	95.39	N03°46'20"W

LEGEND

- MONUMENT IN PLACE
- SET MONUMENT (2" REBAR CAPTED 0.5-0.684)
- LOT AREA (SQUARE FEET)
- SECTION LINE
- QUARTER LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT LINE
- NEW LOT LINE
- NEW BLOCK LINE
- PLAT BOUNDARY
- NEW EASEMENT LINE
- NEGATIVE ACCESS EASEMENT

Mead & Hunt
 Phone: 701-566-6450
 mead@hunt.com
 PROJECT NO. 465813-2-2541.01
 SHEET 1 OF 2

- NOTES**
- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 - NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF GOLDEN VALLEY THIRD ADDITION (PLAN EASEMENT INDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH ALIENMENT GRANTS DIRECT VEHICULAR ACCESS TO A STREET OF PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, BUT IS A LINE CONTIGUOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

Exhibit B

Improvements to existing water distribution system, including the construction of an additional crossing of I-29, expansion of the water distribution system in the industrial portion of north Fargo, and expansion of the water distribution system in the industrial portion of north Fargo.

(16)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: UN-23-A1

Type: Developer Agreement

Location: North Edge of City Limits (45th St – 25th St)

Date of Hearing: 5/22/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/30/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding water main easements with North Fargo Land, LLC and ARD Properties, LLC for Project No. UN-23-A1.

Once completed, UN-23-A1 will allow for the transfer of water from the east side of I-29 to the west side of I-29, adding increased water flows, capacity, and redundancy to this area of the City. We currently have all the land rights in place to allow for the installation of this water main with the exception of the portion that is located within the proposed Interstate Business District (IBD) Addition. The IBD Addition is currently going through the platting process and is scheduled to be on the June Planning Commission for consideration. Due to the platting process being delayed, the City has approached the two property owners on granting the City permanent and temporary easements. These easements would provide the City certainty that the water main could be constructed as planned if the IBD Addition plat is not approved. These easements would only be utilized if the IBD Addition plat is not approved. If the plat is approved, these easements would no longer be necessary and therefore not be recorded.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the agreements and easement documents with North Fargo Land, LLC and ARD Properties, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the agreements and easement documents with North Fargo Land, LLC and ARD Properties, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility, Water Resources Cost-Share Grant, & Special Assessments

	Yes	No
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

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Division Engineer
Date: May 18, 2023
Re: Water Main Easements for North Fargo Land, LLC. and ARD Properties, LLC.
Project No. UN-23-A1

Background:

The Engineering and Water Utility Departments have completed the design for the expansion of the water distribution system along the northern edges of existing City limits. Once completed this project will allow for the transfer of water from the east side of I-29 to the west side of I-29, adding increased water flows, capacity, and redundancy to this area of the City. This project is scheduled to receive bids on June 7th, 2023. This will allow staff to present to the North Dakota State Water Commission (SWC) the actual costs of the project on June 8th, 2023, which is when the SWC is expected to take an action on our grant application for a cost share of the project's costs.

We currently have all the land rights in place to allow for the installation of this water main with the exception of the portion that is located within the proposed Interstate Business District (IBD) Addition. The IBD is currently going through the platting process and is scheduled to be on the June Planning Commission for consideration. Due to the platting process for the IBD being delayed, we have approached the two property owners, North Fargo Land, LLC. and ARD Properties, LLC., on granting the City permanent and temporary easements for the installation of the water main, which they have tentatively agreed to. These easements would provide the City certainty that the water main could be constructed as planned if unforeseen circumstances lead to the IBD plat not being approved. Please be aware that these easements would only be utilized if the IBD plat is not approved. If the plat is approved, these easements would no longer be necessary and therefore not be recorded.

Attached with this memorandum is an agreement for each property, as well as the easement documents, that have been drafted to detail the decision points for when these easement documents may or may not be recorded as well as specifying any payments to be made to the property owners if the easements are recorded.

Recommendation Motion:

Approve the attached agreements and easement documents with North Fargo Land, LLC. and ARD Properties, LLC.

AGREEMENT FOR WATER MAIN EASEMENT

This Agreement for Water Main Easement (this "Agreement") is entered by and between the CITY OF FARGO, a North Dakota municipal corporation ("City"), 225 4th Street North, Fargo, ND 58102, and ARD Properties, LLC, a North Dakota limited liability company ("ARD"), 345 12th Avenue NE, West Fargo, ND 58078.

WHEREAS, ARD is the owner of real property located within the SW1/4 of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, referred to in this Agreement as the "Property";

WHEREAS, ARD joined in an application for approval of subdivision plat to have the Property included within a Subdivision to be known as the "Interstate Business District Addition" located within the City of Fargo;

WHEREAS, as part of the platting and development of the intended "Interstate Business District Addition", the City intends to install a water main and related infrastructure within the public right-of-way, which will become a portion of 43rd Street North;

WHEREAS, in the event the plat for "Interstate Business District Addition" is not approved as submitted (attached hereto as Exhibit A), the City still desires to install a water main and related infrastructure within the Property in a location the same as where the intended 43rd Street North right of way is to be platted, and ARD desires to grant City an easement to support the installation of water main infrastructure underlying the Property; and

WHEREAS, the parties desire to enter into this Agreement to establish their respective rights and responsibilities.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, the parties hereby agree as follows:

- 1. Grant of Easement.** ARD shall execute and deliver to the City a permanent easement for a water main and related infrastructure to underlie the Property. The permanent easement shall consist of a twenty (20) feet wide easement area including ten (10) feet on each side of the installed pipe. ARD shall also execute and deliver to the City a temporary construction easement for the purpose of installation and construction of the water main and related infrastructure. The temporary construction easement shall consist of a fifty (50) feet wide area including ten (10) feet on one side of the installed pipe and forty (40) feet on the other side of the installed pipe. The permanent easement shall be in the form substantially similar to Exhibit B attached hereto. The temporary construction easement shall be in the form substantially similar to Exhibit C attached hereto. The City hereby agrees to pay ARD the total amount of \$13,339.54 for the permanent easement and temporary construction easement (hereafter collectively the "Easements"), with payment subject to the terms of paragraph 3 below.
- 2. Recording Contingency.** City shall hold the executed Easements, which will not immediately be recorded, pending a decision on the "Interstate Business District Addition" platting process. If the plat receives the necessary approval and allows for the City to install the water main and related infrastructure within the City's public right-of-way, then the Easements shall become

null and void. If, however, the plat does not receive the necessary approval and no public right of way is available for the installation of the water main and related infrastructure, then the City may record the Easements allowing it to install the water main underlying ARD's Property.

3. **Payment for Easements.** Only if it becomes necessary for the City to record the Easements shall the payment amount described in paragraph 1 be paid to ARD, which will be payment for both Easements. If the Easements are not needed by the City for installation of the water main, then no sum shall be owed to ARD and this Agreement and the executed Easements shall become null and void.
4. **Deferral of Special Assessments.** If the plat is not approved as intended and it becomes necessary for the City to record the Easements, then ARD shall be granted a deferral of any special assessments levied against the Property for the related costs associated with the installation of the water main and related infrastructure. The deferral will be non-interest bearing and for a period of ten (10) years.
5. **Future Amendment of Easement.** The parties hereby agree to work cooperatively in the future to amend the Easements to provide a metes and bounds legal description prior to recording.
6. **Entire Agreement.** This Agreement, and the Easements executed by ARD as part of this Agreement, contains the entire agreement between the parties relating to the subject hereof. Any prior oral representations or modifications concerning the subject of this Agreement not included herein shall be of no force and effect. This Agreement may be amended or modified only by a writing signed by both parties.
7. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.
8. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal, or unenforceable provision.
9. **Governing Law and Choice of Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. All obligations under this Agreement are performable in Cass County, North Dakota; and any litigation concerning, relating to, or arising under this contract shall be filed in the District Court of Cass County, North Dakota.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but high together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the ARD Properties, LLC has set its hand and caused this instrument to be executed this 29th day of May, 2023.

ARD Properties, LLC

A handwritten signature in black ink, appearing to read "Trent Duda", is written over a horizontal line.

Trent Duda, Member

IN WITNESS WHEREOF, the City of Fargo has set its hand and caused this instrument to be executed this ____ day of _____, 2023.

City of Fargo, a North Dakota municipal
corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

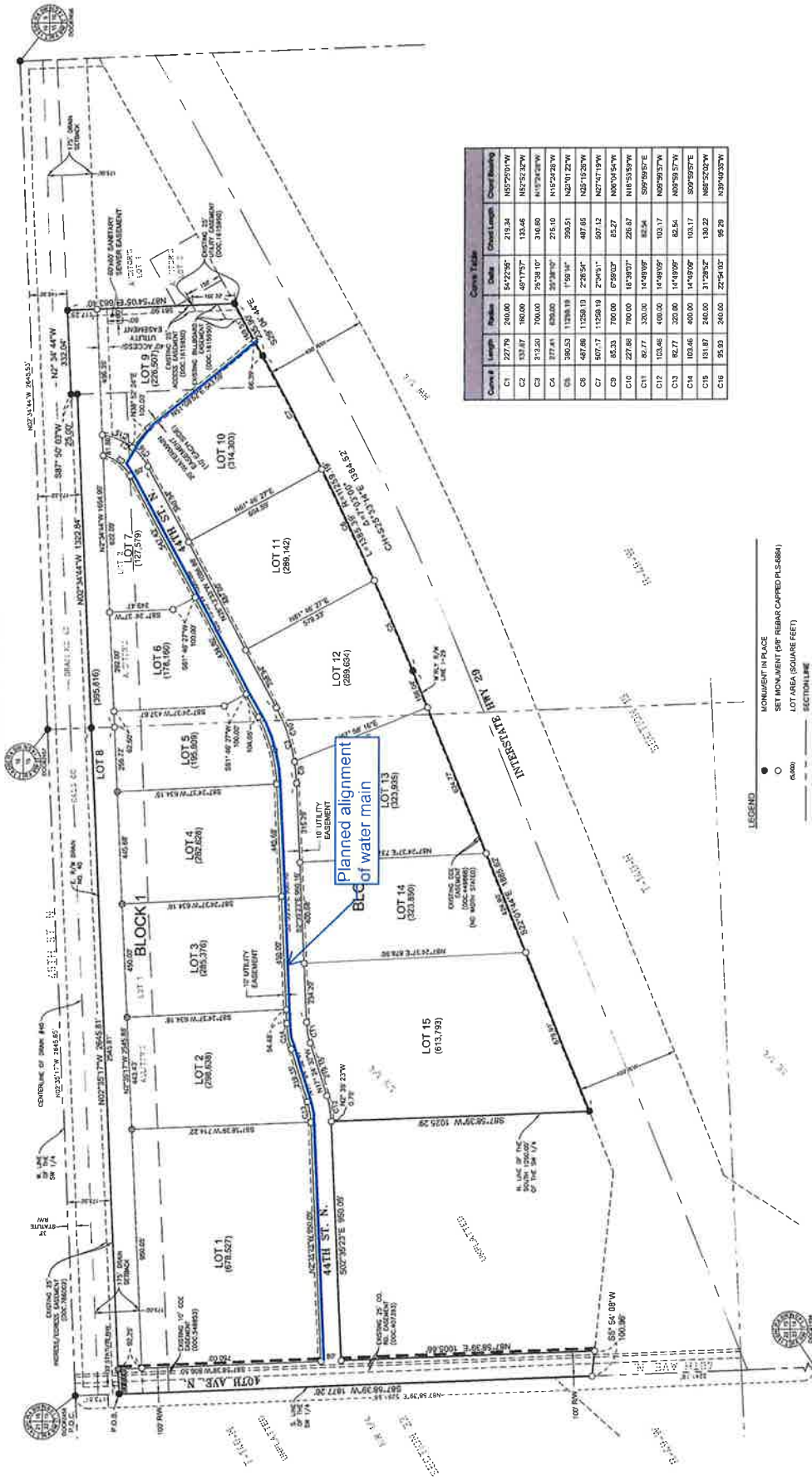
Steven Sprague, City Auditor

Exhibit A

Plat of Interstate Business District Addition

INTERSTATE BUSINESS DISTRICT ADDITION

TO THE CITY OF FARGO, A PLAT OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA
(A MAJOR SUBDIVISION)



Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	227.79	210.00	54.2295°	213.34	N55°29'01\"W
C2	133.87	160.00	40°17'57\"	133.46	N52°52'30\"W
C3	313.20	700.00	26°38'10\"	314.60	N43°28'58\"W
C4	373.41	1000.00	20°38'10\"	375.10	N45°24'28\"W
C5	385.53	1125.00	17°59'14\"	386.51	N42°41'22\"W
C6	487.86	1125.00	17°59'14\"	487.65	N45°19'25\"W
C7	507.17	1125.00	17°59'14\"	507.12	N47°41'19\"W
C8	653.33	700.00	26°38'10\"	652.27	N40°04'54\"W
C9	227.79	700.00	26°38'10\"	226.67	N48°53'50\"W
C10	85.77	320.00	14°48'09\"	85.54	S09°59'57\"E
C11	103.46	400.00	14°48'09\"	103.17	N09°59'57\"W
C12	85.77	320.00	14°48'09\"	85.54	S09°59'57\"W
C13	103.46	400.00	14°48'09\"	103.17	S09°59'57\"E
C14	131.87	240.00	31°28'52\"	130.22	N68°52'03\"W
C15	95.93	240.00	31°28'52\"	95.29	N39°43'33\"W

- LEGEND**
- MONUMENT IN PLACE
 - SET MONUMENT (8\" REBAR CAPTUP P.S. 6884)
 - LOT AREA (SQUARE FEET)
 - QUARTER LINE
 - SECTION LINE
 - EXISTING PROPERTY LINE
 - EXISTING RIGHT OF WAY
 - EXISTING EASEMENT LINE
 - NEW LOT LINE
 - NEW EASEMENT LINE
 - PLAT BOUNDARY
 - NEW EASEMENT LINE
 - NEGATIVE ACCESS EASEMENT

Mead & Hunt
 Phone: 701-566-6450
 mead@mh.com
 PROJECT NO. 4895135-212541.01
 SHEET 1 OF 2

0 200 400
 Feet
 BASIS OF BEARING IS CITY OF FARGO
 GROUND COORDINATE SYSTEM DEC. 1982

- NOTES**
1. BOUNDARY DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 2. NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF GOLDEN VALLEY THIRD ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT GRANTS DIRECT VEHICULAR ACCESS TO A STREET OF PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, BUT IS A LINE COINCIDENT WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

Exhibit B
Permanent Easement
(Water Main)

PERMANENT EASEMENT
(Water Main)

KNOW ALL MEN BY THESE PRESENTS that **ARD PROPERTIES, LLC**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a water main, together with the customary appurtenances, said tract being described as follows (the "Easement Area"):

An area twenty (20) feet wide including ten (10) feet on each side of the installed pipe, intersecting Grantor's real property located within the SW¼ of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota

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 under, over, in and upon said Easement Area and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said water main and customary appurtenances, 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 or other obstacles of any kind shall be placed or located upon Easement Area so as to interfere in any manner with the construction, operation, maintenance or repair of said water main including 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 water main and customary appurtenances was begun.

To the extent permitted by law, Grantee shall indemnify, defend and hold Grantor, its successors, assigns, legal representatives, officers, directors, employees and agents, harmless from and against all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) (collectively "Claims") whether or not any legal proceedings are commenced arising out of or in any way relating to Grantee's use of the Easement Area or the use thereof by Grantee's agents, employees, guests, invitees or contractors, except such Claims arising from the negligence or intentional acts of the Grantor.

Grantee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction relating to the construction, maintenance, and use of the water main and customary appurtenances and the use of the Easement Area. All work performed by Grantee, its agents, successors, and assigns, shall be performed in a good and worker-like manner.

Except for the easement granted in this Permanent Easement, Grantee shall have no other legal right or claim to the Easement Area of any kind. Grantee acknowledges that Grantor owns the Easement Area and that Grantee has no legal right or claim to the Easement area or any portion of Grantor's parcel that includes the Easement Area except as granted in this Permanent Easement.

The waiver by Grantor of the breach of any provision herein by Grantee shall in no way impair the right of Grantor to enforce that provision for any subsequent breach thereof.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 25th day of May, 2023.

GRANTOR:

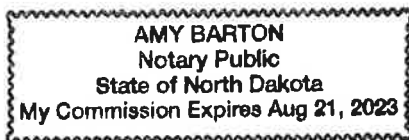
ARD Properties, LLC

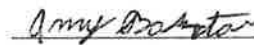

By: Trent Duda, Member

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 25TH day of MAY, 2023, before me, a notary public in and for said county and state, personally appeared Trent Duda to me known to be the owner/member of ARD PROPERTIES, LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL.)




Notary Public
My Commission Expires: AUG 21, 2023

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and
for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague,
known to me to be the Mayor and City Auditor, respectively of the city of Fargo, the
Grantee described in and that executed the within and foregoing instrument, and
acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:

This document prepared by:

Kasey D. McNary
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
kmcnary@serklandlaw.com

Exhibit C
Easement
(Temporary Construction Easement)

EASEMENT
(Temporary Construction Easement)

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

An area totaling fifty (50) feet wide consisting of forty (40) feet beginning at the point ten (10) feet to the west of the location of the installed pipe and consisting of ten (10) feet beginning at the point ten (10) feet to the east of the location of the installed pipe, intersecting Grantor’s real property located within the SW1/4 of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for installation of the water main and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for installation of the water main and all other construction activities during the construction phase of said project, 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 storage of dirt and all other construction activities was begun.

This Easement shall terminate on June 30, 2024 or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 25th day of MAY, 2023.

GRANTOR:

ARD Properties, LLC

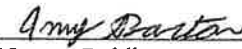


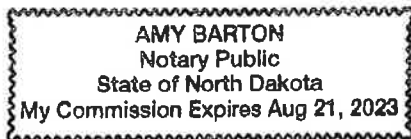
By: Trent Duda, Member

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 25th day of MAY, 2023, before me, a notary public in and for said county and state, personally appeared Trent Duda to me known to be the owner/member of ARD PROPERTIES, LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)


Notary Public
My Commission Expires: AUG 21, 2023



GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and
for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague,
known to me to be the Mayor and City Auditor, respectively of the city of Fargo,
the Grantee described in and that executed the within and foregoing instrument, and
acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:

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

AGREEMENT FOR WATER MAIN EASEMENT

This Agreement for Water Main Easement (this "Agreement") is entered by and between the CITY OF FARGO, a North Dakota municipal corporation ("City"), 225 4th Street North, Fargo, ND 58102, and North Fargo Land, LLC, a North Dakota limited liability company ("NFL"), 555 Highway 1804 NE, Bismarck, ND 58503.

WHEREAS, NFL is the owner of real property located within the SW1/4 of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, referred to in this Agreement as the "Property";

WHEREAS, NFL joined in an application for approval of subdivision plat to have the Property included within a Subdivision to be known as the "Interstate Business District Addition" located within the City of Fargo;

WHEREAS, as part of the platting and development of the intended "Interstate Business District Addition", the City intends to install a water main and related infrastructure within the public right-of-way, which will become a portion of 43rd Street North;

WHEREAS, in the event the plat for "Interstate Business District Addition" is not approved as submitted (attached hereto as Exhibit A), the City still desires to install a water main and related infrastructure within the Property in a location the same as where the intended 43rd Street North right of way is to be platted, and NFL desires to grant City an easement to support the installation of water main infrastructure underlying the Property; and

WHEREAS, the parties desire to enter into this Agreement to establish their respective rights and responsibilities.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, the parties hereby agree as follows:

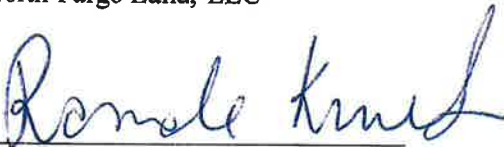
- 1. Grant of Easement.** NFL shall execute and deliver to the City a permanent easement for a water main and related infrastructure to underlie the Property. The permanent easement shall consist of a twenty (20) feet wide easement area including ten (10) feet on each side of the installed pipe. NFL shall also execute and deliver to the City a temporary construction easement for the purpose of installation and construction of the water main and related infrastructure. The temporary construction easement shall consist of a fifty (50) feet wide area including ten (10) feet on one side of the installed pipe and forty (40) feet on the other side of the installed pipe. The permanent easement shall be in the form substantially similar to Exhibit B attached hereto. The temporary construction easement shall be in the form substantially similar to Exhibit C attached hereto. The City hereby agrees to pay NFL the total amount of \$3,981.73 for the permanent easement and temporary construction easement (hereafter collectively the "Easements"), with payment subject to the terms of paragraph 3 below.
- 2. Recording Contingency.** City shall hold the executed Easements, which will not immediately be recorded, pending a decision on the "Interstate Business District Addition" platting process. If the plat receives the necessary approval and allows for the City to install the water main and related infrastructure within the City's public right-of-way, then the Easements shall become

null and void. If, however, the plat does not receive the necessary approval and no public right of way is available for the installation of the water main and related infrastructure, then the City may record the Easements allowing it to install the water main underlying NFL's Property.

3. **Payment for Easements.** Only if it becomes necessary for the City to record the Easements shall the payment amount described in paragraph 1 be paid to NFL, which will be payment for both Easements. If the Easements are not needed by the City for installation of the water main, then no sum shall be owed to NFL and this Agreement and the executed Easements shall become null and void.
4. **Deferral of Special Assessments.** If the plat is not approved as intended and it becomes necessary for the City to record the Easements, then NFL shall be granted a deferral of any special assessments levied against the Property for the related costs associated with the installation of the water main and related infrastructure. The deferral will be non-interest bearing and for a period of ten (10) years.
5. **Future Amendment of Easement.** The parties hereby agree to work cooperatively in the future to amend the Easements to provide a metes and bounds legal description prior to recording.
6. **Entire Agreement.** This Agreement, and the Easements executed by NFL as part of this Agreement, contains the entire agreement between the parties relating to the subject hereof. Any prior oral representations or modifications concerning the subject of this Agreement not included herein shall be of no force and effect. This Agreement may be amended or modified only by a writing signed by both parties.
7. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.
8. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal, or unenforceable provision.
9. **Governing Law and Choice of Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. All obligations under this Agreement are performable in Cass County, North Dakota; and any litigation concerning, relating to, or arising under this contract shall be filed in the District Court of Cass County, North Dakota.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but high together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the North Fargo Land, LLC has set its hand and caused this instrument to be executed this 23 day of May, 2023.

North Fargo Land, LLC



Ronald Knutson, Member

IN WITNESS WHEREOF, the City of Fargo has set its hand and caused this instrument to be executed this ____ day of _____, 2023.

City of Fargo, a North Dakota municipal
corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

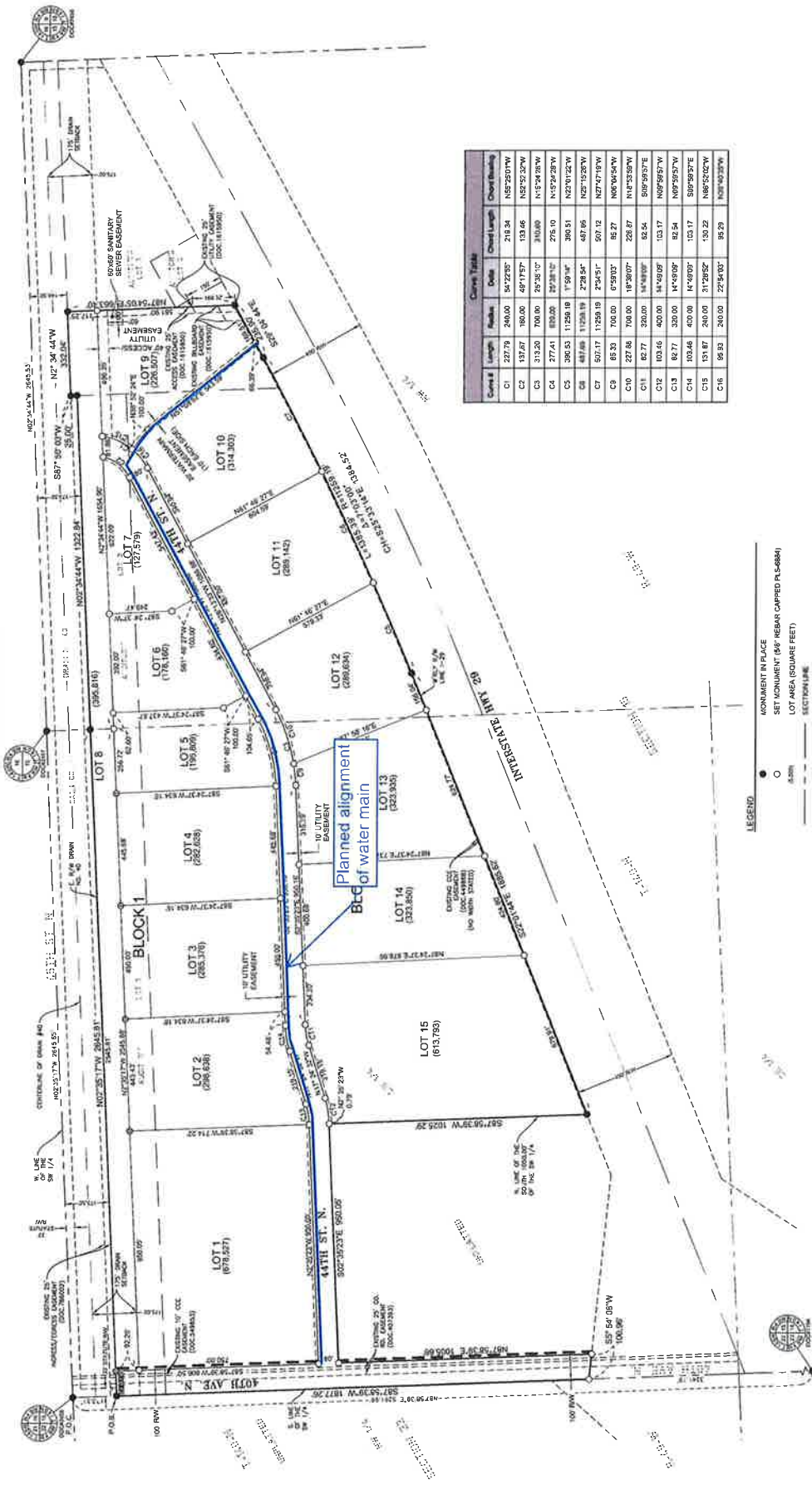
Steven Sprague, City Auditor

Exhibit A

Plat of Interstate Business District Addition

INTERSTATE BUSINESS DISTRICT ADDITION

TO THE CITY OF FARGO, A PLAT OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA
(A MAJOR SUBDIVISION)



Curve #	Length	Radius	Chord Length	Chord Bearing
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C4	277.41	800.00	547.2351	N57°25'01"W
C5	365.53	11250.18	728.94	N2°10'25"W
C6	487.88	11250.18	959.51	N2°10'25"W
C7	507.17	11250.18	959.51	N2°10'25"W
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C15	487.88	11250.18	959.51	N2°10'25"W
C16	507.17	11250.18	959.51	N2°10'25"W

MONUMENT IN PLACE	SET MONUMENT ASP REBAR CAPPED PL 4684
●	○
ADJ.	LOT AREA (SQUARE FEET)
SECTION LINE	QUARTER LINE
EXISTING PROPERTY LINE	EXISTING RIGHT OF WAY
EXISTING EASEMENT LINE	NEW LOT LINE
NEW BLOCK LINE	PLAT BOUNDARY
NEW EASEMENT LINE	NEGATIVE ACCESS EASEMENT

Mead & Hunt
Phone: 701-566-6450
meadandhunt.com
PROJECT NO. 4586132-212541.01
SHEET 1 OF 2

- NOTES**
- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 - NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF GOLDEN VALLEY THIRD ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OF ADJACENT LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR WAY, CERTAIN WIDTH, BUT IS A LINE CO-TERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT ON LOTS.

Exhibit B
Permanent Easement
(Water Main)

PERMANENT EASEMENT
(Water Main)

KNOW ALL MEN BY THESE PRESENTS that **NORTH FARGO LAND, LLC**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a water main, together with the customary appurtenances, said tract being described as follows:

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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 under, over, in and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said water main and customary appurtenances, 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 or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said water main including 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 water main and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 23 day of May, 2023.

GRANTOR:

North Fargo Land, LLC

Ronald Knutson
By: Ronald Knutson, Member

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

On this 23 day of May, 2023, before me, a notary public in and for said county and state, personally appeared Ronald Knutson to me known to be the owner/member of NORTH FARGO LAND, LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)



Alicia Rogstad
Notary Public
My Commission Expires: May 18 2025

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:

This document prepared by:

Kasey D. McNary
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
kmcnary@serklandlaw.com

Exhibit C
Easement
(Temporary Construction Easement)

EASEMENT
(Temporary Construction Easement)

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

An area totaling fifty (50) feet wide consisting of forty (40) feet beginning at the point ten (10) feet to the west of the location of the installed pipe and consisting of ten (10) feet beginning at the point ten (10) feet to the east of the location of the installed pipe, intersecting Grantor's real property located within the SW1/4 of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for installation of the water main and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for installation of the water main and all other construction activities during the construction phase of said project, 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 storage of dirt and all other construction activities was begun.

This Easement shall terminate on June 30, 2024 or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 23 day of May, 2023.

GRANTOR:

North Fargo Land, LLC

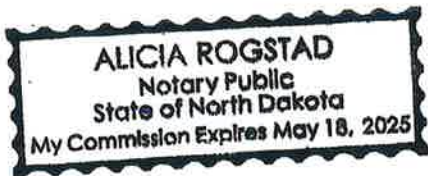
Ronald Knutson
By: Ronald Knutson, Member

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

On this 23 day of May, 2023, before me, a notary public in and for said county and state, personally appeared Ronald Knutson to me known to be the owner/member of NORTH FARGO LAND, LLC, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)



Alicia Rogstad
Notary Public
My Commission Expires: May 18 2025

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-C1

Type: Change Order #4

Location: Woodcrest Neighborhood

Date of Hearing: 5/22/2023

RoutingDate

City Commission

5/30/2023

PWPEC File

X

Project File

Rob Hasey

17

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #4, in the amount of \$11,752.00, which is needed for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$11,752.00, which brings the total contract amount to \$4,295,579.51.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #4 to Industrial Builders.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$11,752.00, bringing the total contract amount to \$4,295,579.51 to Industrial Builders.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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 NoN/AN/AN/ACOMMITTEE

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u><input checked="" type="checkbox"/></u>
<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u>Mark Williams</u>
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u>Ryan Erickson</u>
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u>Bruce Grubb</u>
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Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Cc: Nathan Boerboom, Division Engineer
Date: May 22, 2023
Re: Project No. FM-19-C1 – Change Order #4

Background:

Project No. FM-19-C1 is for the installation of an earthen levee and storm water lift station in the Woodcrest Neighborhood located along North & South Woodcrest Drive near Willow Road North.

The property at #149 South Woodcrest Drive has an existing pool with the appropriate fencing around it. During the easement acquisition process, staff had numerous conversations with the property owner regarding this fencing to ensure we maintain compliance with the pool safety requirements while also meeting FEMA's levee requirements regarding fencing. In addition to these requirements, we also reviewed the fencing layout with the property owner in regards to access to the back side of it for maintenance. After these discussions on access, as well as accounting for the pool safety requirements, it has been determined that additional fencing and gates are necessary then what was originally planned for. These modifications come to a total cost of \$11,752, which is the amount being proposed to being added to the project cost under Change Order #4.

Recommended Motion:

Approve Change Order #4 to modify the fencing and gates at #149 South Woodcrest in the amount of \$11,752.

RJH/klb
Attachments



CHANGE ORDER REPORT
WOODCREST FLOOD RISK MANAGEMENT PROJECT
PROJECT NO. FM-19-C1
STARTING AT 119 SOUTH WOODCREST DRIVE NORTH AND ENDING AT 150 NORTH WOODCREST DRIVE NORTH.

Change Order No 4 **Change Order Date** 5/17/2023
Contractor Industrial Builders 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 # 4

Modify fencing and gates at #149 South Woodcrest Drive: Upsize one 4' wide gate to 6' wide gate at a cost of \$575, Install a second 6' wide gate at a cost of \$3,365, Extend the length of 5' tall fencing 70' at a cost of \$7,350 & Increase fence removal by 77' at a cost of \$462.

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 4	16	F&I Swing Gate	EA	0		0	1	1	\$3,365.00	\$3,365.00
	17	F&I Gate	EA	0		0	1	1	\$575.00	\$575.00
Change Order 4 Sub Total										\$3,940.00
Phase 2 Miscellaneous	109	F&I Fence Ornamental	LF	217		217	70	287	\$105.00	\$7,350.00
	110	Remove Fence	LF	510		510	77	587	\$6.00	\$462.00
Phase 2 Miscellaneous Sub Total										\$7,812.00

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Infrastructure Sales Tax Fund 460

\$11,752.00

\$146,888.81

\$4,136,938.70

\$4,295,579.51

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

APPROVED

For Contractor

Title


Industrial Builders, Inc.

Vice President Estimating

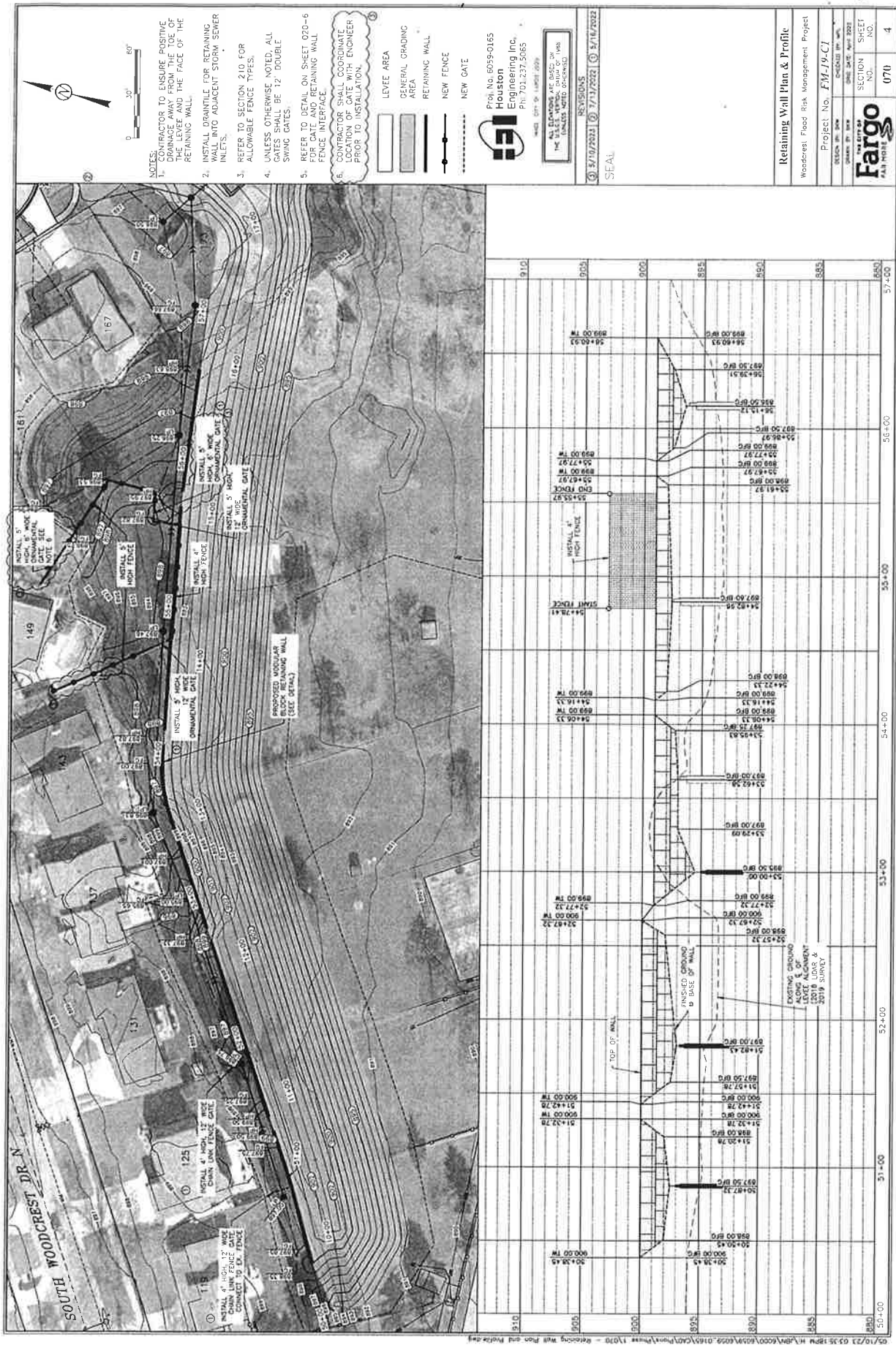
APPROVED DATE

Department Head

Mayor

Attest





May 19, 2023

18

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements – Project #SN-23-B0**

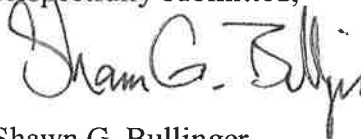
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with project #SN-23-B0. 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 & temporary easement from **Donald O. Tessmer** in association with project #SN-23-B0 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner 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

Project SN-23-B0	County Cass	Parcel(s) 01-1710-00581-000
Landowner Donald O. Tessmer		
Mailing Address 3502 River Drive South Fargo, ND 58104		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,302.00 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	\$	1,302.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	1,302.00

*Description of Damages to Remainder are as follows:

Donald O. Tessmer
Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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



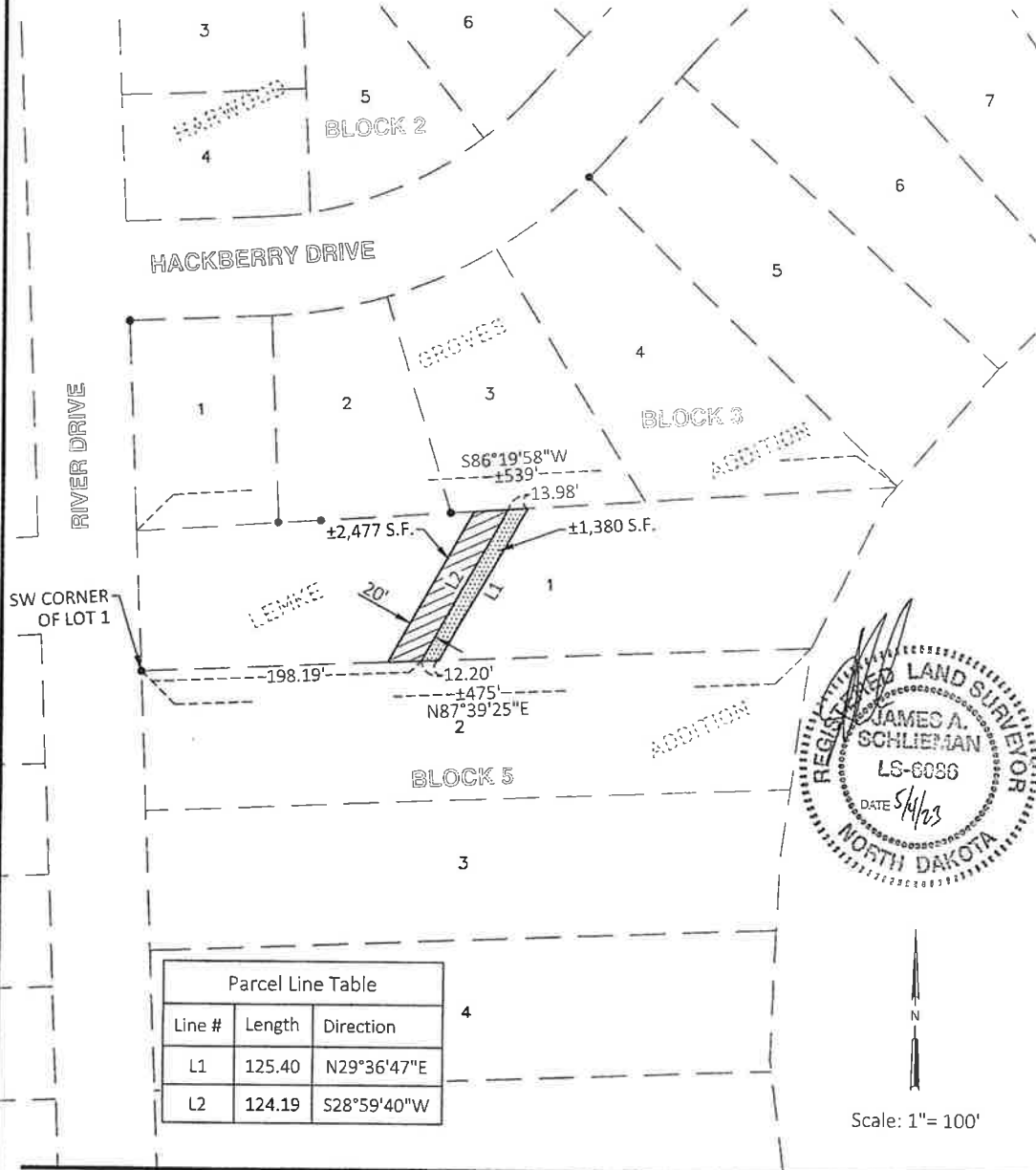
Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

PART OF LOT 1, BLOCK 5
LEMKE ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: BEARINGS SHOWN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0205

PART OF LOT 1, BLOCK 5
LEMKE ADDITION CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PART OF LOT 1, BLOCK 5
LEMKE ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - (Permanent Easement):

That part of Lot 1, Block 5, Lemke Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 1; thence North 87°39'25" East, along the southerly line of said Lot 1, for a distance of 210.39 feet to the true point of beginning; thence North 29°36'47" East for a distance of 125.40 feet to a point of intersection with the northerly line of said Lot 1; thence South 86°19'58" West, along the northerly line of said Lot 1, for a distance of 13.98 feet; thence South 28°59'40" West for a distance of 124.19 feet to a point of intersection with the southerly line of said Lot 1; thence North 87°39'25" East, along the southerly line of said Lot 1, for a distance of 12.20 feet to the true point of beginning

Said tract contains 1,380 square feet, more or less.

Description - (Temporary Easement):

That part of Lot 1, Block 5, Lemke Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 20.00 feet wide, lying westerly of and being coincident with the following described line:

Commencing at the southwest corner of said Lot 1; thence North 87°39'25" East, along the southerly line of said Lot 1, for a distance of 198.19 feet to the true point of beginning of the line to be described; thence North 28°59'40" East for a distance of 124.19 feet to a point of intersection with the northerly line of said Lot 1, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the southerly line of said Lot 1 on the south, and to intersect the northerly line of said Lot 1 on the north.

Said tract contains 2,477 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0205

PART OF LOT 1, BLOCK 5
LEMKE ADDITION CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

H:\JBM\6000\6059\6059-0205 Multi-Project RFP\CAD\Easements\6059-0205 Master Easements.dwg-Sheet 2 (2)-5/4/2023 9:24 AM-(dbuchholz)



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

May 24, 2023

19

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TM-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 24, 2023, for Pavement Markings, Project No. TM-23-A1, located at Various Locations Citywide.

The bids were as follows:

Northstar Safety Inc	\$884,857.00
Engineers Estimate	\$798,952.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northstar Safety Inc. in the amount of \$884,857.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer

Engineer's Statement Of Cost

Project # TM-23-A1

Pavement Markings

Various Locations Citywide

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Pavement Markings Project # TM-23-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 1					
1	F&I Grooved Plastic Film 6" Wide	LF	4,558.00	11.00	50,138.00
2	F&I Grooved Contrast Film 7" Wide	LF	6,358.00	12.50	79,475.00
3	F&I Grooved Contrast Film 11" Wide	LF	1,386.00	20.00	27,720.00
4	Paint Epoxy Line 6" Wide	LF	734.00	10.00	7,340.00
5	Paint Epoxy Message	SF	64.00	20.00	1,280.00
6	F&I Contrast Tape Messages	SF	192.00	45.00	8,640.00
Site 1 Total					174,593.00
Site 2					
7	F&I Grooved Plastic Film Message	SF	159.00	40.00	6,360.00
8	F&I Grooved Plastic Film 16" Wide	LF	100.00	25.00	2,500.00
9	F&I Grooved Plastic Film 24" Wide	LF	1,100.00	45.00	49,500.00
10	F&I Grooved Contrast Film 7" Wide	LF	2,300.00	12.50	28,750.00
11	F&I Grooved Contrast Film 11" Wide	LF	2,500.00	20.00	50,000.00
12	F&I Contrast Tape Messages	SF	320.00	45.00	14,400.00
Site 2 Total					151,510.00
Site 3					
13	F&I Grooved Plastic Film Message	SF	106.00	40.00	4,240.00
14	F&I Grooved Plastic Film 16" Wide	LF	50.00	25.00	1,250.00
15	F&I Grooved Plastic Film 24" Wide	LF	200.00	45.00	9,000.00
16	F&I Grooved Contrast Film 7" Wide	LF	2,242.00	12.50	28,025.00
17	F&I Grooved Contrast Film 11" Wide	LF	220.00	20.00	4,400.00
18	F&I Contrast Tape Messages	SF	64.00	45.00	2,880.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 3 Total					49,795.00
Site 4					
19	F&I Grooved Plastic Film Message	SF	96.00	40.00	3,840.00
20	F&I Grooved Plastic Film 16" Wide	LF	50.00	25.00	1,250.00
21	F&I Grooved Plastic Film 24" Wide	LF	100.00	45.00	4,500.00
22	F&I Grooved Contrast Film 7" Wide	LF	200.00	12.50	2,500.00
23	F&I Grooved Contrast Film 11" Wide	LF	40.00	20.00	800.00
Site 4 Total					12,890.00
Site 5					
24	F&I Grooved Plastic Film 16" Wide	LF	62.00	25.00	1,550.00
25	F&I Grooved Plastic Film 24" Wide	LF	192.00	45.00	8,640.00
Site 5 Total					10,190.00
Site 6					
26	F&I Grooved Plastic Film 24" Wide	LF	168.00	45.00	7,560.00
Site 6 Total					7,560.00
Site 7					
27	F&I Grooved Plastic Film 16" Wide	LF	156.00	25.00	3,900.00
28	F&I Grooved Plastic Film 24" Wide	LF	524.00	45.00	23,580.00
29	F&I Grooved Contrast Film 7" Wide	LF	11,974.00	12.50	149,675.00
30	F&I Grooved Contrast Film 11" Wide	LF	1,100.00	20.00	22,000.00
31	F&I Contrast Tape Messages	SF	480.00	45.00	21,600.00
Site 7 Total					220,755.00
Site 8					
32	F&I Grooved Plastic Film 24" Wide	LF	1,506.00	45.00	67,770.00
Site 8 Total					67,770.00
Site 9					
33	F&I Grooved Plastic Film 16" Wide	LF	125.00	25.00	3,125.00
34	F&I Grooved Plastic Film 24" Wide	LF	290.00	45.00	13,050.00
35	F&I Grooved Contrast Film 7" Wide	LF	3,960.00	12.50	49,500.00
36	F&I Grooved Contrast Film 11" Wide	LF	650.00	20.00	13,000.00
37	F&I Contrast Tape Messages	SF	208.00	45.00	9,360.00
Site 9 Total					88,035.00
Site 10					
38	F&I Grooved Plastic Film 16" Wide	LF	30.00	25.00	750.00
39	F&I Grooved Plastic Film 24" Wide	LF	210.00	45.00	9,450.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
40	Paint Epoxy Line 24" Wide	LF	144.00	20.00	2,880.00
Site 10 Total					13,080.00
Site 11					
41	Paint Epoxy Line 4" Wide	LF	7,040.00	2.70	19,008.00
42	Paint Epoxy Line 8" Wide	LF	360.00	6.00	2,160.00
43	Paint Epoxy Line 16" Wide	LF	200.00	12.00	2,400.00
44	Paint Epoxy Line 24" Wide	LF	400.00	20.00	8,000.00
45	Paint Epoxy Message	SF	511.00	20.00	10,220.00
Site 11 Total					41,788.00
Site 12					
46	Paint Epoxy Line 4" Wide	LF	12,310.00	2.70	33,237.00
47	Paint Epoxy Line 8" Wide	LF	425.00	6.00	2,550.00
48	Paint Epoxy Line 16" Wide	LF	102.00	12.00	1,224.00
49	Paint Epoxy Line 24" Wide	LF	270.00	20.00	5,400.00
50	Paint Epoxy Message	SF	224.00	20.00	4,480.00
Site 12 Total					46,891.00
Total Construction in \$					884,857.00

Engineering	10.00%	88,485.70
Admin	4.00%	35,394.28
Legal	3.00%	26,545.71
Interest	4.00%	35,394.28
Contingency	5.00%	44,242.85
Total Estimated Costs		1,114,919.82
Sales Tax Funds - Infrastructure - 420		1,114,919.82
Unfunded Costs		0.00

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

Date: 05/24/2023

A handwritten signature in black ink, appearing to read 'T. Knakmuhs', written over a horizontal line.

Thomas Knakmuhs
Assistant City Engineer



REPORT OF ACTION**UTILITY COMMITTEE**

Project No. WA2255

Type: Bid Award
Filter RehabilitationLocation: Lime Softening Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 5/3/2023

<u>Routing</u>	<u>Date</u>
City Commission	5/30/2023
Project File	

(20)

Dan Portlock, Water Utility Engineer, presented the attached bid recommendation for Project WA2255, Filter Improvements. This project will install new filter media, called 'Granular Activated Carbon' or 'GAC' in the filtration process for the 1997 Lime Softening Water Treatment Plant (LSWTP). The existing anthracite coal media is original to the LSWTP and over 25 years old. The GAC is updated technology with numerous benefits over the anthracite coal. Project WA2255 has been awarded a 75% EPA grant under a State Revolving Fund (SRF) loan forgiveness program.

Bids were opened on April 26, 2023. The low General Construction bid was significantly under two other bids and the Engineer's Estimate. Water Utility staff recommends the award for General Construction to PKG Contracting, Inc. and for Electrical Construction to Sun Electric, Inc.


MOTION:

On a motion by Jim Hausauer, seconded by Scott Olson, the Utility Committee voted to approve the bid award for Project WA2255 to:

- General Construction: PKG Construction, Inc. with a bid of \$2,126,900.
- Electrical Construction: Sun Electric, Inc. with a bid of \$159,468

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Brenda Derrig, City Engineer	<u>X</u>	(Tom Knakmuhs)		
Dan Portlock, Water Utility Engineer	<u>X</u>			
Scott Olson, Solid Waste Utility Director	<u>X</u>			

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM
May 3rd, 2023

To: Utility Committee

From: Dan Portlock, Water Utility Engineer *DP*

Re: Project WA2255 – Filter Improvements – Bid Award

Construction bids were opened at 11:45am, local time, on Wednesday April 26, 2023 for Project WA2255, Filter Improvements (See Bid tabulation). A total of four (4) bids were opened from contractors: three (3) for General construction and one (1) for Electrical Construction. The Engineer's letter recommending award is attached and Water Utility Staff suggests following the Engineer's letter.

Water Utility staff is working with the North Dakota department of Environmental Quality (NDDEQ) to include the filtration improvements project in an existing SRF loan in place of the high service pump station improvements project.

PKG was the low bid at \$2,126,900 for the general construction and Sun Electric was the low bid at \$159,468 for the electrical construction. The Engineer's estimate was \$4,200,000 and the bids came in below the estimated construction cost, the total project cost was estimated to be \$7,000,000.

We have been working with NDDEQ on grant funding for the project and were recently notified that we qualified for a 75% grant. With an overall project cost of \$6.1 million, we would receive \$4.1 million in grant funds for the project.

The bid tabulation is listed below.

Planholder	Bid Bond	Acknowledged Addendum #1	Contractor's License	MBE/WBE	Contract A: General Construction	Contract B: Electrical Construction	Contract C: Combined General and Electrical Construction
PKG Contracting, Inc.	X	X	X	X	\$2,126,900.00	No Bid	No Bid
CC Steel LLC	X	X	X	X	\$3,890,000.00	No Bid	No Bid
Rice Lake West, Inc.	X	X	X	X	\$3,978,800.00	No Bid	No Bid
Sun Electric, Inc.	X	X	X	X	No Bid	\$159,468.00	No Bid

Plan of Financing

Water Utility staff is working with the North Dakota Department of Environmental Quality to include the filtration improvements project in an existing State Revolving Fund (SRF) loan instead of the high service pump station improvements project. The overall cost for the filter improvements project fits well within the capacity for this SRF loan. This filter improvements project was identified as SRF funded in the 2022 budget for the Water Utility.

SUGGESTED MOTION:

Award bids for project WA2158 as follows:

- Contract No. 1 – General Construction to PKG at a bid price of \$2,126,900
- Contract No. 2 – Electrical Construction to Sun Electric at a bid price of \$159,468

Your consideration in this matter is greatly appreciated.



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway South
Fargo, ND 58104

April 27, 2023

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Avenue South
Fargo, ND 58103

RE: Filter Improvements – Lime Softening Water Treatment Plant
City of Fargo Project No. WA2255, DWSRF Project No. 0900336-23-05
Letter Recommending Award

Troy:

Bids for the above reference project were received and opened on April 27, 2023. A tabulation of the bids received is attached.

We have reviewed the bids and recommend that the City of Fargo award contracts for this project to PKG Contracting for their Contract A bid in the amount of \$2,126,900.00 and to Sun Electric for their Contract C bid in the amount of \$159,468.00. Further, we have received communication from the President of PKG Contracting, Darin Pfingsten, indicated that they 'have no concerns with accepting a contract for this project.' These awards should be contingent upon final approval by the North Dakota Department of Environmental Quality.

If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

Apex Engineering Group, Inc.

A handwritten signature in blue ink, appearing to read "TJ Paustian", written over a light blue horizontal line.

Timothy J. Paustian, PE
Project Manager



Water | Transportation | Municipal | Facilities

Bid Tabulation

Filter Improvements – Lime Softening Water Treatment Plant

City of Fargo | WA2255

April 26, 2023 | City of Fargo – Engineering Conference Room

Apex Project No. 22.351.0034

Planholder	Bid Bond	Acknowledged Addendum #1	Contractor's License	MBE/WBE	Contract A: General Construction	Contract B: Electrical Construction	Contract C: Combined General and Electrical Construction
PKG Contracting, Inc.	X	X	X	X	\$2,126,900.00	No Bid	No Bid
CC Steel LLC	X	X	X	X	\$3,890,000.00	No Bid	No Bid
Rice Lake West, Inc.	X	X	X	X	\$3,978,800.00	No Bid	No Bid
Sun Electric, Inc.	X	X	X	X	No Bid	\$159,468.00	No Bid

Certification:

Page 172

certify that these bids were received on 4/26/2023, 11:30 AM, at City of Fargo, and opened at 11:45am in the Engineering Conference Room.


Timothy J. Paustian, PE

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 project as it will appear in the contract:

Street Light and Traffic Signal Maintenance

Project No. TR-23-A

Call For Bids	<u>May 30</u>	<u>2023</u>
Advertise Dates	<u>June 7, 14 & 21</u>	<u>2023</u>
Bid Opening Date	<u>July 5</u>	<u>2023</u>
Substantial Completion Date	<u>September 28</u>	<u>2024</u>
Final Completion Date	<u>October 28</u>	<u>2024</u>

<u>N/A</u>	PWPEC Report (Part of 2023 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Jacob Rick

Phone No. (701) 241-1545

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

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



ENGINEER'S REPORT
STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE
PROJECT NO. TR-23-A
VARIOUS LOCATIONS

Nature & Scope

This project calls for the repair of miscellaneous street lighting and traffic signal items at various locations within the City of Fargo

Purpose

The project's goal is to repair the street lighting and traffic signal system so that it is fully functional to the residents and traveling public.

Feasibility

The estimated cost of construction is \$600,189.50. The cost breakdown is as follows:

Base			
Construction Cost			\$600,189.50
Fees			
Admin	4%		\$24,007.58
Contingency	5%		\$30,009.48
Engineering	10%		\$60,018.95
Interest	4%		\$24,007.58
Legal	3%		\$18,005.69
Total Estimated Cost			\$756,238.78
Funding			
Utility Funds - Street Lights - 528	100.00%		\$756,238.78

Project Funding Summary			
Utility Funds - Street Lights - 528	100.00%		\$756,238.78
Total Estimated Project Cost			\$756,238.78

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



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

Thomas Knakmuhs, PE
Assistant City Engineer

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: May 30, 2023
Re: Police Stations – Window Retrofit Project Phase II

The Fargo Police Department has requested funding to enhance the ballistic window protection for their stations for a few years. The price of replacement of existing windows has proven cost prohibitive, as have several other options that meet their requirements. After significant research, a proprietary retrofit option was discovered and vetted by Police Leadership and Facilities. The retrofit option has proven both effective, as well as a significant cost savings versus other more traditional options. Phase I of this project was approved by the Commission on May 15, 2023.

At the May 22, 2023 Finance Committee meeting, the use of remaining American Rescue Plan (ARP) funds allocated for this project to facilitate Phase II were approved. The Committee also approved the use of Capital Funds previously budgeted for Facilities projects. The Report of Action from that meeting is attached.

We are requesting for the Commission to affirm this decision of the Finance Committee and approve the recommended motion.

Recommended Motion:

Move to approve the completion of installing the “retrofitted” Ballistic window treatments utilizing ARP funds and Capital Funds from the Facilities budget.

REPORT OF ACTION
FINANCE COMMITTEE

Project No. SSP23094 – Window Retrofit Project

Location: Police Headquarters / Police Downtown Substation

Date of Hearing: May 22, 2023

<u>Routing</u>	<u>Date</u>
City Commission	5/15/2023
Project File	<u>Bekki Majerus</u>

Bekki Majerus is requesting the remaining \$100,000 ARP funding that was allocated to the Ballistic Glass project at the Fargo Police Department Headquarters. In addition, Bekki is asking for \$129,375 to be moved from approved Capital Project funds to complete additional windows at the Police Department.

Michael Redlinger asked where she possibly would have spent the funds if not on this project. Bekki's response was that the Capital Funds had been budgeted for a project at Public Safety and the PD Media Room. Those projects were funded in 2022. She was planning to use the extra Capital Funding to repair the Gladys Ray parking lot.

Dave Piepkorn asked for clarification of the original plan and what windows would be included in this additional plan. AC Stefonowicz explained that only the west facing, front of the building was in the original request, but now with additional funding it makes sense to do all windows on first floor of the building the same time as the west windows.

Bekki Majerus re-emphasized that with Impact Security, the City is getting cost savings, but the price will be going up soon if we don't approve the funding.

MOTION:

Michael Redlinger moved to approve the completion of installing the "retrofitted" Ballistic window treatments, second by Tanner Smedshammer and all members present voted in favor.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>X</u>		
Mike Redlinger, City Administrator	<u>X</u>	<u>X</u>		
Tanner Smedshammer, Purchasing Manager	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

Tim Mahoney, Finance Committee Chair




23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 5, 2023 

RE: AGREEMENT FOR SERVICES WITH METRO PLAINS
MANAGEMENT FOR BLOOD PRESSURE SCREENING CLINICS
AND/OR HEALTH EDUCATION
FUNDS: \$528
EXPIRES: 12/31/2024

The attached agreement for services with Metro Plains Management is for Fargo Cass Public Health to provide a total of 12 hours of service at their location of Harper Heights at the rate of \$44.00 an hour.

No budget adjustment is required for this grant.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the Agreement of Services with Metro Plains Management.

DF/lis
Attachment



AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 27th day of April, 2023, by and between Fargo Cass Public Health ("FCPH"), 1240 25th Street South, Fargo, ND 58103; and Metro Plains Management, 3541 25th St S, Suite 100, Fargo ND 58104, Harper Heights.

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

- A. Term of Agreement:** The parties entered into a written agreement beginning April 27, 2023 through December 31, 2024.
- B. Services to be provided by Fargo Cass Public Health:** FCPH to provide one hour of nursing time per month for the buildings of Harper Heights under the management of Metro Plains. Services will be in the form of blood pressure screening clinics or health education. Any change to service provision must be agreed upon by both participating agencies.
- C. Reimbursement:** The contracting agency shall be reimbursed at a rate of \$44.00 per hour for a total of 12 hours per year. FCPH will bill quarterly for the above services.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Contracting agency agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A.** The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- B.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this purchase of service agreement has been executed between Metro Plains Management and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

By Desi Fleming
Desi Fleming,
Director of Public Health

Date 04/27/2023

By _____
Timothy J. Mahoney, Mayor, City of Fargo

METRO PLAINS MANAGEMENT

By Reed Sabbe
By Reed Sabbe (May 2, 2023 09:00 CDT)
Name: Reed Sabbe
Title: Regional Manager

Date 05/02/2023

Date _____







Metro Plains Agreement Harper Add 2023

Final Audit Report

2023-05-02

Created:	2023-05-01
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq3MYxCEf16igrS4yxAWJhwbtFM_eEaG

"Metro Plains Agreement Harper Add 2023" History


-  Document created by Lori Sall (lsall@FargoND.gov)
2023-05-01 - 6:00:25 PM GMT
-  Document emailed to rsabbe@metroplains.com for signature
2023-05-01 - 6:00:56 PM GMT
-  Email viewed by rsabbe@metroplains.com
2023-05-01 - 7:02:24 PM GMT
-  Signer rsabbe@metroplains.com entered name at signing as Reed Sabbe
2023-05-02 - 2:00:42 PM GMT
-  Document e-signed by Reed Sabbe (rsabbe@metroplains.com)
Signature Date: 2023-05-02 - 2:00:44 PM GMT - Time Source: server
-  Agreement completed.
2023-05-02 - 2:00:44 PM GMT



24

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 18, 2023

**RE: PURCHASE OF SERVICE AGREEMENT WITH KINDRED
PUBLIC SCHOOL.
FUNDS: \$40,500.88
EXPIRES: 06/30/2024**

The attached purchase of service agreement with Kindred for \$40,500.88 for nursing services for the 2023-2024 school year.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the purchase of service agreement with Kindred.

DF/lis
Attachment



**PURCHASE OF SERVICE AGREEMENT WITH
KINDRED SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 · Page 1 of 8

Whereas the Kindred Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A);

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2023-2024, beginning on July 1, 2023, and ending on June 30, 2024. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Kindred Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement. Therefore, Kindred Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$40.82.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

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**PURCHASE OF SERVICE AGREEMENT WITH
KINDRED SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 2 of 8

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper, and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

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**PURCHASE OF SERVICE AGREEMENT WITH
KINDRED SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 3 of 8

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall

**PURCHASE OF SERVICE AGREEMENT WITH
KINDRED SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 4 of 8

include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor' s or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

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**PURCHASE OF SERVICE AGREEMENT WITH
KINDRED SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 5 of 8

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

KINDRED PUBLIC SCHOOL DISTRICT

Timothy J. Mahoney, Mayor, City of Fargo

Date

Desi Fleming
Desi Fleming, Director of Public Health

04/18/2023

Date

Steve Hall

Steve Hall (May 1, 2023 15:02 CDT)

Steve Hall Superintendent

5/1/23

Date

ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
KINDRED SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Kindred Public School District health program: education, environment, and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home, and community. The nurse will:

- A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B

2023-2024

SCHOOL HEALTH SERVICES BUDGET

KINDRED SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
30 RN HOURS/WEEK X 35 WEEKS AT \$47.32/HOUR	\$49,686.00
40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$47.32/HR	\$1892.80
36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$53.84/HOUR	\$1,938.24
TOTAL	\$53,517.04
4 RN HOURS/WEEK X 35 WEEKS AT \$40.82 AT 100%	\$5,714.80
GRAND TOTAL	<u>\$59,231.84</u>
DISTRICT PORTION AT 65 % OF \$53,517.04	\$34,786.08
DISTRICT PORTION AT 100% OF \$5,714.80	\$5,714.80
PROVIDER PORTION AT 35% OF \$53,517.04	\$18,730.96
TOTAL FOR DISTRICT OF AMOUNT AT 65%	\$34,786.08
TOTAL FOR DISTRICT OF AMOUNT AT 100%	<u>\$ 5,714.80</u>
GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$40,500.88

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian, or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.





Kindred Service Agreement 6.30.24

Final Audit Report

2023-05-01

Created:	2023-05-01
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5P_9eTUwBMYM0RF9uOIMkM2hbobaHGU9

"Kindred Service Agreement 6.30.24" History


-  Document created by Lori Sall (lsall@FargoND.gov)
2023-05-01 - 7:03:49 PM GMT
-  Document emailed to steve.hall@k12.nd.us for signature
2023-05-01 - 7:04:06 PM GMT
-  Email viewed by steve.hall@k12.nd.us
2023-05-01 - 7:55:36 PM GMT
-  Signer steve.hall@k12.nd.us entered name at signing as Steve Hall
2023-05-01 - 8:02:13 PM GMT
-  Document e-signed by Steve Hall (steve.hall@k12.nd.us)
Signature Date: 2023-05-01 - 8:02:15 PM GMT - Time Source: server
-  Agreement completed.
2023-05-01 - 8:02:15 PM GMT



25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 18, 2023

**RE: PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS
PUBLIC SCHOOL.
FUNDS: \$48,227.28
EXPIRES: 06/30/2024**

The attached purchase of service agreement with Central Cass Public School for \$48,227.28 for nursing services for the 2023-2024 school year.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the purchase of service agreement with Central Cass Public School.

DF/lls
Attachment

Whereas the Central Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2023-2024, beginning on July 1, 2023, and ending on June 30, 2024. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 20 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 20 hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$58.44.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

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**PURCHASE OF SERVICE AGREEMENT WITH
CENTRAL CASS SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 2 of 8

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper, and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall

**PURCHASE OF SERVICE AGREEMENT WITH
CENTRAL CASS SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 4 of 8

include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor' s or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH
DISTRICT

CENTRAL CASS PUBLIC SCHOOL

Timothy J. Mahoney, Mayor, City of Fargo

Date

Desi Fleming
Desi Fleming, Director of Public Health

04/17/2023
Date

Morgan Forness, Supt
Morgan Forness, Supt (May 2, 2023 13:28 CDT)
Morgan Forness, Superintendent

05/01/23

Date

ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Central Cass Public School District health program: education, environment, and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home, and community. The nurse will:

- A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B

2023-2024

SCHOOL HEALTH SERVICES BUDGET

CENTRAL CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
30 RN HOURS/WEEK X 35 WEEKS AT \$47.32/HOUR	\$49,686.00
40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$47.32/HR	\$1892.80
36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$53.84/HOUR	\$1,938.24
TOTAL	\$53,517.04
6 RN HOURS/WEEK X 35 WEEKS AT \$58.44 AT 100%	\$12,272.40
20 ADDITIONAL RN HOURS AT \$58.44 AT 100 %	<u>\$1,168.80</u>
	<u>\$13,441.20</u>
GRAND TOTAL	<u>\$ 66,958.24</u>
DISTRICT PORTION AT 65 % OF \$53,517.04	\$34,786.08
DISTRICT PORTION AT 100% OF \$13,441.20	\$13,441.20
PROVIDER PORTION AT 35% OF \$53,517.04	\$18,730.96
TOTAL FOR DISTRICT OF AMOUNT AT 65%	\$34,786.08
TOTAL FOR DISTRICT OF AMOUNT AT 100%	<u>\$ 13,441.20</u>
GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$48,227.28

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian, or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.








Central Cass Service Agreement 6.30.24 V.2

Final Audit Report

2023-05-02

Created:	2023-04-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPNAwoJFGtlmzmVU-u-H_pepbMryhgkKd


"Central Cass Service Agreement 6.30.24 V.2" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2023-04-17 - 9:41:31 PM GMT
-  Document emailed to morgan.forness@k12.nd.us for signature
2023-04-17 - 9:42:01 PM GMT
-  Email viewed by morgan.forness@k12.nd.us
2023-05-02 - 6:24:06 PM GMT
-  New document URL requested by morgan.forness@k12.nd.us
2023-05-02 - 6:25:50 PM GMT
-  Signer morgan.forness@k12.nd.us entered name at signing as Morgan Forness, Supt
2023-05-02 - 6:28:24 PM GMT
-  Document e-signed by Morgan Forness, Supt (morgan.forness@k12.nd.us)
Signature Date: 2023-05-02 - 6:28:26 PM GMT - Time Source: server
-  Agreement completed.
2023-05-02 - 6:28:26 PM GMT



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 18, 2023

**RE: PURCHASE OF SERVICE AGREEMENT WITH ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES, BHD.
810-13116
FUNDS: TOTAL \$748,057.92
EXPIRES: 12/31/2024**



The purchase of service agreement is for FCPH to implement a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services during highest use times or prevent individuals from needing intoxication or withdrawal management.

BUDGET ADJUSTMENTS

REVENUE

Mobile Outreach	101-0000-334-10-52	\$374,028
------------------------	---------------------------	------------------

EXPENSE

Temp/Seasonal	101-6013-451-14-00	\$ 280,381
Health Ins	101-6013-451-20-01	\$ 45,926
Dental Ins	101-6013-451-20-03	\$ 3,084
LTD	101-6013-451-20-04	\$ 56
FICA	101-6013-451-21-01	\$ 17,384
Medicare	101-6013-451-21-02	\$ 4,066
Pension	101-6013-451-22-04	\$ 23,131

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the purchase of service agreement amendment with ND Department of Health and Human Services BHD.

DF/lls
Attachment

PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25th Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from January 1, 2023, through December 31, 2024. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services during highest use times or prevent individuals from needing intoxication or withdrawal management. Vendor shall maintain a vehicle to conduct outreach and engagement services, including any tracking devices consistent with local community stakeholders (radios, etc.). Vendor shall ensure the program is staffed appropriately. Vendor shall ensure individuals who are intoxicated and in crisis situations receive appropriate services and engagement for possible treatment, ensuring services are recovery-oriented, trauma-informed, and person-centered.

Vendor shall maintain an advisory committee consisting of local community representatives, such as local first responders, hospital emergency room representatives, and other public and private treatment providers to advise Vendor. Committee shall have regular communication no less than every six months.

Vendor shall maintain procedures adhering to state and federal regulations to respond to situations when possibly involving individuals who are under the influence of substances and submit to State any changes to that procedure.

Vendor shall ensure staff is trained in of the following topic areas:

- a. substance use disorders,
- b. intoxication and withdrawal management,
- c. recovery-oriented and trauma-informed care, and
- d. overdose prevention, including the administration of naloxone.

Vendor shall ensure naloxone is available to staff in the event of a potential overdose.

Vendor shall develop and implement a sustainability plan. Plan shall be submitted within the first six months of Agreement start date. Updates on the sustainability plan shall be reported to State by the 10th of each month. Vendor shall utilize a data collection system and report data to State by the 10th of each month. Data shall include:

- a. Number of transportation services provided,
- b. Number of individuals receiving transportation service,
- c. Referral source for each transport,
- d. Location an individual was transported to,
- e. Location an individual was transported from,
- f. Community resources diverted due to the use of Mobile Outreach Program (MOP) (ex. Law enforcement, ambulance, jail, etc.),
- g. Service provided during outreach (supplies, education, information, engagement for treatment, etc.),
- h. Number of outreach services provided,
- i. Number of individuals receiving outreach services,
- j. Services provided during outreach (support, supplies, education, information, engagement to treatment, etc.), and
- k. COVID-related supports provided.

Vendor shall attend meetings and training requested by State. Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) regarding efforts related to this project must acknowledge the project is funded by State. Vendor shall include State logo on documentation created for the purpose of communication and marketing of the program.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly reports, and any additional information requested by State, shall pay Vendor monthly payments of \$31,169.08. Total payment under this Agreement may not exceed \$748,057.92. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 10 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, acts of God, or war if the event is beyond the party's reasonable control, and the affected party gives notice to the other party immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

a. Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 3) Workers' compensation coverage meeting all statutory requirements.

b. The insurance coverages listed above must meet the following additional requirements:

- 1) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 2) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
- 3) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
- 4) Vendor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo
1240 25th Street South
Fargo, ND 58103

OR

ND Department of Health and
Human Services
Behavioral Health Division
600 E Boulevard Ave, Dept. 325
Bismarck, ND 58505-0250

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Vendor may not assign this Agreement without State's express written consent, provided, however, that Vendor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOLIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, in accordance with this Agreement's Confidential Information section, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law. Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By _____
Timothy J. Mahoney, Mayor, City of Fargo

By Desi Fleming 05/18/2023
Desi Fleming, MSN, RN DATE

Its Director of Public Health

DATE

45-6002069
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND
HUMAN SERVICES

By _____
CHRISTOPHER D. JONES
EXECUTIVE DIRECTOR DATE

By _____
KYLE J. NELSON
CONTRACT OFFICER
Approved for form and content DATE



FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

(27)

TO: BOARD OF CITY COMMISSIONERS

FROM: TANNER SMEDSHAMMER, PURCHASING MANAGER

RE: EXTENSION TO PBC T-647(5) – MODEL TRUCKS STATE CONTRACT

DATE: MAY 24, 2023

Using the State Contract for vehicle purchasing has been very successful for the City of Fargo. We have been able to capitalize on significant cost savings over purchasing from the dealer networks. However, over the last two years it has become extremely difficult to capitalize on these contracts due to the limited supply and short window of time the contracts are available. The 2022/2023 Model Truck: Tandem Axle Cab and Chassis State Contract has been approved by The City of Fargo utilizing PBC T-647(5). We have had Chassis on order, however with the limited availability to each dealer's allotment our orders have been cancelled and the State Contract ordering of vehicles is closed. With the need for these vehicles that still impedes the City of Fargo's replacement cycle we are working diligently with our vendors each day. A dealer in Fargo, Fargo Freightliner, has made available vehicles that would meet our needs by their manufacture. Fargo Freightliner has offered The City of Fargo these vehicles that will reflect State bid pricing plus MY23 and MY24 surcharges. There will also be an adjustment for the new M2 106 model chassis. I have attached the letter Fargo Freightliner has provided.

At this time, we are asking for approval to purchase from Fargo Freightliner, capturing State Contract pricing plus any surcharges related to the new model chassis.

Suggested Motion:

Approve the recommendation to extend the State Contract pricing to utilize and purchase chassis from Fargo Freightliner.



Fargo Freightliner

3440 36th St. S
P.O. Box 11057
Fargo, North Dakota 58106-1057
Phone: (701) 293-9133
Fax: (701) 293-0325
fargofreightliner.com



May 24, 2023

City of Fargo
402 23rd St N
Fargo, ND 58102
Attn: Tanner Smedshammer
Tom Ganje

To whom it may concern,

For the last three years all Freightliner dealers have been on a build slot allocation program, limiting the number of build slots each dealer receives and has available. Due to this build slot allocation, state contract pricing has not been updated to reflect MY23 price escalators and material surcharges, MY24 price escalators and material surcharges, and price increases for the new M2 106 Plus model chassis. On the stock units we currently have available we are willing to honor state contract pricing plus MY23 price escalators and material surcharges, MY24 price escalators and material surcharges, and price increases related to the new M2 106 Plus model chassis.

If you have any questions, please let me know.

Best regards,

A handwritten signature in blue ink, appearing to read "Christopher Cameron", with a large, stylized flourish at the end.

Christopher Cameron
Fargo Freightliner

CA 2b.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

PBC T-647 (5)

Vendor Name:

Model Trucks: Tandem Axle Cab and Chassis

Estimated Dollar Amount of Purchase:

\$100,000

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Seeking approval to Piggyback the Minnesota State Equipment Contract. This would allow the City of Fargo to purchase discounted Truck Chassis through the Minnesota State Contract.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

City of Fargo will capitalize on the buying power and Chassis availability through this contract.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

City of Fargo frequently has consultations with Chassis builders to verify replacement vehicles will available to the City of Fargo.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

--

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

Minnesota State Contract Release: T-647(5)
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Signature: T. Smedshammer
(Requestor)

Printed Name: Tanner Smedshammer

Department: Finance

Title: Purchasing Manager

Date: 9/21/2022

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

TS (Requestor Initials)

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: T-647(5)

DATE: July 27, 2022

PRODUCT/SERVICE: TRUCKS: SINGLE AND TANDEM AXLE CAB AND CHASSIS

CONTRACT PERIOD: JUNE 10, 2021 TO MAY 31, 2023

EXTENSION OPTIONS: UP TO 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): MATT FIGGINS

PHONE: 651.201.2444 **E-MAIL:** matthew.figgins@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State Agencies and CPV members should review and compare all multiple award Contractors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple Vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review ALL Contracts and Contract prices before executing an order.

<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>MFRS. OFFERED</u>	<u>TERMS</u>	<u>DELIVERY</u>
ASTLEFORD INTL. TRUCKS 3000 Broadway NE Minneapolis, MN 55413	194861	International	NET 30	60 to 280 DAYS

VENDOR NO: 0000204982-001

James Hickey

OFFICE: 612.378.1660 | **MOBILE:** 612-590-9335 | **Toll Free:** 800-447-2787 **EMAIL:** jhickey@astleford.com

Scott Peterson

OFFICE: 612.378.1660 | **EMAIL:** speterson@astleford.com

John Wittington

OFFICE: 612.378.1660 | **MOBILE:** 612-704-3398 | **EMAIL:** jwhitting@astleford.com

May 25, 2023

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

RE: Authorization to Extend the 2022/2023 Highway Deicing Salt Contract
(RFP22068) with Compass Minerals for the 2023/2024 Snow Season.

Commissioners:


As part of the 2022/2023 Highway Deicing Salt Request for Proposal (RFP), language was included that allowed the contract to be extended an additional two years.

Compass Minerals recently contacted Public Works staff and inquired if the city wanted to proceed with a contract extension for the 2023/2024 snow season. The total contract cost under the 2022/2023 winter contract was \$338,940.00, through negotiation with Compass Minerals, a proposal to raise the contract cost to \$354,090.00 for the 2023/2024 winter has been received. The increase equates to a contract increase totaling \$15,150.00. The pricing increase falls in line with the pricing we received as part of the RFP that was issued in April of 2022. Based on the minimal price increase, I am requesting City Commission approval to extend the contract for the 2023/2024 winter season.

On May 22, the Finance Committee reviewed and approved the enclosed contract price increase and extension with Compass Minerals

RECOMMENDED MOTION: I/we hereby move to authorize the extension of the 2022/2023 Highway Deicing Salt contract with Compass Minerals America Inc. for the 2023/2024 snow season at a price of \$118.83 per ton (RFP22068).

Respectfully submitted,



Ben Dow
Public Works Director

**Sold-To ("Buyer"):**

Ben Dow
City of Fargo
City Hall
402 23Rd St N
Fargo, ND 58102

Date: May 05, 2023

Document: 197332

Tel: (701) 241-1463

Fax: (701) 241-8100

Email: bdow@cityoffargo.com

Customer #: H702863

Preferred: Email

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
1,500	City of Fargo	118.03	Deliver w/o/Equipment
Reserve: 500	Fargo Public Works 402 23Rd Street North Fargo, ND 58102 Destination #: H618122 Delivery Lead Time: 5 days		Depot: Duluth - C Reiss Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 244.2 Miles

Subject to prior sale

3000 Tons option 1 - Guaranteed

1000 Tons option 2 - Reserve

Buyer commits to purchasing 100% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 100% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2024

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.

* Delivered price(s) via dump and based on full truck load quantities.

* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.

* Product is for bulk end use only and is not intended for blending or packaging without prior consent.

* Applicable taxes extra

* Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2024, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: Mayor _____

Name: Dr. Tim Mahoney, M.D. _____

Date: _____

Jason Fritz
Highway Sales Mgr 800-323-1641 x2
Compass Minerals America Inc.

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. PARTIES, "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document, "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.

3. PRICES; TAXES, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.

4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. DELAYS. All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.

16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.