

FARGO CITY COMMISSION AGENDA  
Monday, October 16, 2023 - 4:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

**PLEASE NOTE:** The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding threatened litigation pertaining to 501 Main Avenue, and to discuss negotiating strategy or providing negotiating instructions to its attorney or other negotiator regarding the threatened litigation, and to receive its attorney's advice and guidance on the legal risks, strengths or weaknesses of an action of the public entity. To discuss these matters 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 subsections 2, 5 and 9.

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](http://www.FargoND.gov/Streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/CityCommission](http://www.FargoND.gov/CityCommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, October 2, 2023).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Letter of Support for the Smart Wash Laundry project to the ND Opportunity Fund.
- 2. Second Amendment to Developer Agreement with J Street Properties, LLC.
- 3. Findings of Fact, Conclusions and Order, Notice of Entry of Order for property located at 1809 14th Avenue South.
- 4. Second Amendment to the Findings of Fact, Conclusions and Order for property located at 437 23rd Street South.
- 5. Receive and file an Ordinance Amending Section 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 6. Receive and file an Ordinance Amending Section 13-1011 of Article 13-10 of Chapter 13 of the Fargo Municipal Code Relating to Recreational Aquatic Facilities.
- 7. Receive and file an Ordinance Amending Article 13-14 of Chapter 13 of the Fargo Municipal Code Relating to Hotels & Motels.

8. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in EOLA Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 10/2/23.
9. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in EOLA Second Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 10/2/23.
10. Amendment to Lease Agreement with North Dakota State Board of Higher Education and North Dakota State University for the FARGODOME Remodel and Conference Center Addition.
11. Site Authorizations for Games of Chance:
  - a. Horse Race ND at Sidestreet Grille and Pub (amended).
  - b. Red River Human Services Foundation at Blarney Stone Pub.
  - c. Red River Human Services Foundation at District 64.
12. Applications for Games of Chance:
  - a. Centennial Elementary PTO for bingo on 10/27/23 and 1/12/24.
  - b. 4 Luv of Dog Rescue for a raffle on 11/4/23.
  - c. Lincoln Elementary PTA for a raffle on 10/27/23.
  - d. United Way of Cass-Clay for a raffle board on 11/14/23.
  - e. Shiloh Masonic Lodge #1 for a raffle on 5/4/24.
  - f. Project Pink Plaid (fka Project Pink) for a raffle on 10/26/23.
13. Piggyback purchase through Insight Public Sector with ZenCity for the purchase of a community engagement software platform (PBC23183).
14. Acceptance of additional ND Department of Emergency Services FY 2022 Grant Funds for the Fargo Fire Department (CFDA #97.042).
15. Engineering Services Agreement Amendment No. 4 with Houston Engineering Inc. in the amount of \$84,000.00 for Project No. FM-22-C0 (6228).
16. Negative Final Balancing Change Order No. 4 in the amount of -\$12,328.45 for Project No. TN-22-B1.
17. Bid advertisement for Project No. QR-24-A1.
18. Bid advertisement for Project No. SL-23-B1.
19. Bid advertisement for Project No. SN-23-B1.
20. Final Balancing Change Order No. 2 in the amount of \$2,983.23 for Improvement District No. PN-22-M1.
21. Change Order No. 1 for a time extension to the final completion date to 1/15/24 for Improvement District No. PN-23-E1.
22. Change Order No. 4 in the amount of \$19,017.73 for Improvement District No. BN-22-C1.
23. Right of Way Use Agreement with Ledgestone Inc. for property located at 6617 33rd Street South.

24. Amended and Restated Skyway Use Agreement with the Bostad Condominium Association.
25. Bid Award to Martinson Lot Maintenance and All-Terrain for snow and ice removal services (RFP23191).
26. Engagement Letter with PFM Financial Advisors LLC (EX23205).
27. Notice of Grant Award with the ND Department of Health and Human Services for the Women, Infant and Children Program (CFDA #10.557).
28. Notice of Grant Award with the ND Department of Health and Human Services for PHEP – Public Health Workforce Supplemental Funding II (CFDA # 93.354).
29. Notice of Grant Award with the ND Department of Health and Human Services for Public Health Infrastructure and Workforce (CFDA #93.967).
30. 2024 Benefit Renewals effective 1/1/24, as presented.
31. Request for out-of-grade pay for Matt Bruggeman, Engineering Tech II effective from 3/20/23 to 7/9/23.
32. Set October 30, 2023 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building located at 1208 University Drive South.
33. Set October 30, 2023 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building located at 1710 1st Avenue South.
34. Updated art concept for the Skyway Mosaic project.
35. Memorandum of Understanding with Flock Group, Inc. and the Fargo Police Department.
36. Memorandum of Understanding between St. Paul District, US Army Corps of Engineers and the Fargo Police Department.
37. Bid award to Swanston Equipment in the amount of \$228,800.00 for the purchase of one loader mounted snow blower (RFP24001).
38. ND State Revolving Fund Program Loan Agreement with the ND Public Finance Authority for Solid Waste Revenue Bond, Series 2023E and Series 2023F (Project Nos. SW 23-01 and SW 23-04).
39. Bills.

**REGULAR AGENDA:**

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

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

41. **PUBLIC HEARING** — Southwest Fargo Mission Second Addition (4451, 4455 and 4475 40th Avenue South); approval recommended by the Planning Commission on 5/2/23; continued from the 7/10/23, 7/24/23 and 8/21/23 Regular Meetings:

- a. Zoning Change from P/I, Public and Institutional to P/I, Public and Institutional and GC, General Commercial with a C-O, Conditional Overlay.
  - b. 1st reading of rezoning Ordinance.
  - c. Plat of Southwest Fargo Mission Second Addition.
42. **PUBLIC HEARING** – Special Assessment List for New Bridge, Underground Utilities, Paving, Shared Use Path and Structure, and Incidentals Improvement District No. BN-21-A; continued from the 10/2/23 Regular Meeting.
  43. **PUBLIC HEARING** – Hearing on a dangerous building located at 924 7th Street North.
  44. Receive and file General Fund – Budget to Actual through September 30, 2023 and 2023 Year End Projections.
  45. Recommendation for appointments to the following Committees:
    - a. Economic Development Incentives Committee.
    - b. Fargo Youth Initiative.
  46. 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](http://www.FargoND.gov/CityCommission).




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City Administration  
225 4th Street North  
Fargo, ND 58102

## MEMORANDUM

**TO:** Fargo City Commission

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

**DATE:** October 10, 2023

**SUBJECT:** Letter of Support for Smart Wash Laundry

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

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support.

Smart Wash Laundry would be a new business in the Northport Center on North Broadway. It will be a laundry with new machinery and customer amenities. A letter that provides more information is attached.

### Recommended Motion

Provide a letter in support of the Smart Wash Laundry project to the North Dakota Opportunity Fund providing match of the Bank of ND interest buy down program.

October 10th, 2023

NorthPort Center : SMART WASH LAUNDRY

2614A Broadway North  
Fargo, ND 58102

To whom it may concern:

I am requesting the city of Fargo's consideration to provide me a letter of support for the Flex PACE program through the state of ND for my business, SMART WASH. If granted your support for my small business, it will allow SMART WASH the match needed for the bank to allow SMART WASH to the Flex PACE program.

This incredible program will allow SMART WASH the opportunity to bring on new and enhanced machinery into a market that does not have any resources within a 2 mile radius, but with estimated 1,900 apartment units and a number of businesses within just this range. It will also allow SMART WASH to invest in the team that it will take to provide the level of customer service needed to successfully support the business that we are building out. We want this atmosphere to be a safe, clean and comfortable providing an enhanced and unique vibe that is family friendly. This includes, a coffee bar, private cubicles for students and professionals to do work in a private environment, kids zone, free high speed WIFI and clean bathrooms.

Casey Brovold currently is the solo owner of The Bubble Laundry in Grand Forks, ND. The Bubble Laundry has been a proud partner with Northlands Rescue Mission as well as an active participant in the annual coat drive where The Bubble Laundry has washed thousands of coats free of charge, over the last 4 years. James McDonald is a local resident in the North Fargo community and has been in Medical Device Sales for 25+ years. He is excited to be able to provide resources in an underserved area, which includes North Fargo and surrounding areas. His long term vision is to support community based programs, similar to The Bubble Laundry in Grand Forks.

Another great program that The Bubble Laundry works with is the Adult Transition Program. This program works closely with students at the local high school that have developmental disabilities. This program partners with local businesses and students in order to empower them with the skills and experience necessary to become independent and productive members of the community. With your help, we hope to become as involved with the Fargo, ND community, as we have in Grand Forks, ND.

SMART WASH is expected to open in early 2024 to support the North Fargo and beyond communities. We are proud to have the upmost pleasure of servicing the community we personally call home too. Thank you very much for your time and consideration in supporting SMART WASH and our mission to help provide top notch quality customer service and care towards our customers. If you should have any questions, please feel free to contact me at 303-618-7045 or email at [jamespmcdonald@preferredmedllc.com](mailto:jamespmcdonald@preferredmedllc.com).

Warm Regards,

JP McDonald and Casey Brovold

Owners/Operators



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City Administration  
225 4th Street North  
Fargo, ND 58102

## MEMORANDUM

**TO:** Fargo City Commission

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

**DATE:** October 11, 2023

**SUBJECT:** Time extension for J Street Apartments

The developer of the J Street apartments has requested a 3-month time extension for completion of an apartment project that is being supported with Tax Increment Financing (TIF) assistance.

The agreement requires the project to be completed by December 31, 2023. The developer thinks the project may be completed by that date; however, is requesting an extension to provide some additional time should it be needed.

The allowed time for this project was less than what is typical for a TIF project. This agreement was approved by the City Commission in March 2022, and TIF agreements usually allow a longer period of time to complete a project.

The Economic Development Incentives Committee has reviewed the request and is recommending approval.

### Recommended Motion

Approve an amendment to the development agreement with J-Street Properties to provide a three-month time extension.

Attachment

SECOND AMENDMENT TO  
DEVELOPER AGREEMENT  
BETWEEN  
CITY OF FARGO  
AND  
J STREET PROPERTIES, LLC

THIS SECOND AMENDMENT TO DEVELOPER AGREEMENT (“Amendment”) is dated as of October 16, 2023; by and between the City of Fargo, a North Dakota municipal corporation, and J-Street Properties, LLC, a North Dakota limited liability company (“Developer”).

**WHEREAS**, the City and Developer have entered into a Developer Agreement (referred to as the “Agreement”) with an Effective Date of March 22, 2022, pertaining to the development of certain property located generally at 1418 1<sup>st</sup> Ave., N., Fargo, ND 58102 the legal description for which is set forth in the Agreement;

**WHEREAS**, the City and Developer have entered into a First Amendment to the Developer Agreement with an Effective Date of March 22, 2022, pertaining to the Developer reimbursing the City for all of the City’s costs and expenses in making certain public improvements to a portion of NP Avenue lying generally south of the Development Project;

**WHEREAS**, the Agreement provides that subject to unavoidable delays, the Developer shall have substantially completed the Improvements by December 31, 2023.

**WHEREAS**, it is the desire of the parties that the Developer receive a three-month extension to substantially complete the Improvements until March 31, 2024.

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

**The Agreement is hereby amended as follows:**

- I. Article III (Titled “Completion of Improvements; Reimbursement of Certain Costs”), Section 3.1 be amended to read as follows:**

**Section 3.1. Completion of Improvements by Developer.** Subject to Unavoidable Delays, as provided in Section 4.2 below, the Developer shall have substantially completed the Improvements by March 31, 2024. The Developer’s use



of the Development Property shall be subject to (a) all of the conditions, covenants, restrictions and limitations imposed by this Agreement and also to (b) building and zoning laws and ordinances and all other local, state, and federal laws and regulations.

II. In all other respects the Development Agreement shall remain in full force and effect.

III. Effective Date. This Amendment to Development Agreement shall be effective as of October 16, 2023.

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

CITY OF FARGO, NORTH DAKOTA

(SEAL)

By \_\_\_\_\_  
Dr. Tim Mahoney, its Mayor

ATTEST:

By \_\_\_\_\_  
Steven Sprague, City Auditor

Execution Page to Developer Agreement between the above-named Party and J-Street Properties, LLC

J-Street Properties, LLC

By   
Kevin J. Bartram, President

**CITY ATTORNEY**

Nancy J. Morris

**ASSISTANT CITY ATTORNEYS**

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

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October 12, 2023

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Dangerous Building located at 1809 14<sup>th</sup> Avenue South, Fargo, North Dakota**

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Conclusions and Order, and Notice regarding the dangerous building proceeding for the property at 1809 14<sup>th</sup> Avenue South. At its October 2, 2023 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Conclusions and Order, and Notice.

**Suggested Motion:** I move to approve the Findings of Fact, Conclusions and Order, and Notice as presented.

Sincerely,



Alissa R. Farol  
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

**FINDINGS OF FACT, CONCLUSIONS AND ORDER**  
**of the**  
**BOARD OF CITY COMMISSIONERS**  
**OF THE CITY OF FARGO**

Property Address: 1809 14<sup>th</sup> Avenue South, Fargo, North Dakota

Property Owner: Ruth E. Jensen

A hearing was held before the Board of City Commissioners of the City of Fargo on the 2<sup>nd</sup> day of October 2023 regarding the property located at 1809 14<sup>th</sup> Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property.

The Board heard the testimony offered by the Inspections Director, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

**FINDINGS OF FACT**

1. That Ruth E. Jensen is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Eighteen (18), Block One (1), Sally Hilleboe Addition to the city of Fargo

Street address: 1809 14<sup>th</sup> Avenue South, Fargo, North Dakota, 58103

[hereinafter "Subject Property"].

2. That on February 2, 2023, March 10, 2023, and August 1, 2023, Laura Langdahl, Code Enforcement Inspector for the city of Fargo, inspected the Subject Property and found the building, consisting of a single-story, wood framed, detached garage to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

3. That the building is unsafe and dangerous in the following respects: (a) roof has collapsed into the structure; (b) exterior walls appear to lean due to collapse of roof; (c) interior of structure is exposed to the elements, which could lead to rot and deterioration; (d) large gaps, which

could allow the structure to provide harborage to vermin; and (e) structure could become an attractive nuisance for children and vagrants.

4. That the following conditions exist with respect to the Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before February 2, 2023, March 10, 2023, and August 1, 2023, in respect to the Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted on the property on or about August 1, 2023, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

**CONCLUSIONS AND ORDER**

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the garage located at 1809 14<sup>th</sup> Avenue South, Fargo, North Dakota 58103, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building on the Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the owner or anyone else claiming to have an ownership interest in said building has failed to do so.

**IT IS HEREBY ORDERED** that Ruth E. Jensen or anyone else claiming an ownership interest, shall demolish the “dangerous building” and remove all building debris located at 1809 14<sup>th</sup> Avenue South, Fargo, North Dakota by December 1, 2023.

It is further ordered that if the owner fails to demolish said “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this \_\_\_\_ day of October, 2023.

BOARD of CITY COMMISSIONERS of the CITY  
OF FARGO,  
a North Dakota Municipal Corporation

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

**NOTICE OF ENTRY OF ORDER**

TO: RUTH E. JENSEN AND ALL OTHER PERSONS HAVING INTEREST IN THIS  
PROPERTY

RE: PROPERTY AT 1809 14<sup>TH</sup> AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all-in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on the Subject Property may be demolished by the city of Fargo at any time on or after December 1, 2023.

DATED this \_\_\_\_\_ day of October, 2023.

BOARD OF CITY COMMISSIONERS  
CITY OF FARGO, a North Dakota Municipal  
Corporation

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

**CITY ATTORNEY**

Nancy J. Morris

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October 10, 2023

City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Second Amendment to the Findings of Fact, Conclusions and Order for the Dangerous Building located at 437 23<sup>rd</sup> Street South, Fargo, North Dakota**

Dear Commissioners,

Enclosed for your review and approval is the Second Amendment to the Findings of Fact and Conclusions and Order for the dangerous building located at 437 23<sup>rd</sup> Street South. At its August 22, 2022 meeting, the Board of City Commissioners declared the structure at the above-described address as a "dangerous building." The property was then sold to Guy Thomas Jr., who requested additional time to cure the deficiencies to the dangerous building. Then at its March 20, 2023 meeting, the Board approved the request and the First Amendment to the Findings of Fact and Conclusions and Order, which required the structure be repaired or demolished by September 30, 2023.

The property owner has made significant repairs to the structure, but due to a shortage of supplies and procuring professional contractors to complete the work, the property owner has requested an additional extension to repair or demolish the structure by December 30, 2023. The Board approved this request at its September 5, 2023 meeting, and directed the City Attorney to amend the Findings of Fact and Conclusions and Order. As such, I am remitting to you for your review and approval the Second Amendment to the Findings of Fact and Conclusions and Order.

**Suggested Motion:** I move to approve the Second Amendment to the Findings of Fact and Conclusions and Order, as presented.

Sincerely,



Alissa R. Farol Czapiewski  
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department



**SECOND AMENDMENT**  
**TO THE FINDINGS OF FACT, CONCLUSIONS AND ORDER**

This **SECOND AMENDMENT**, by Agreement by and between the city of Fargo, a North Dakota municipal corporation (hereinafter “City”) and Guy Thomas, Jr. (hereinafter “Thomas”), owner of the Property located at 437 23<sup>rd</sup> Street South, Fargo, ND 58103, hereby amends the **FINDINGS OF FACT AND CONCLUSIONS AND ORDER** of the Board of City Commissioners of the City of Fargo approved August 22, 2022, a copy of which is attached hereto and made a part hereof, as *Exhibit 1*, for the property located at 437 23<sup>rd</sup> Street South, Fargo, ND 58103 (hereinafter “Property”).

**WHEREAS**, on March 20, 2023, City and Thomas entered into an Agreement, amending the Findings of Fact and Conclusions and Order, attached hereto as *Exhibit 2*, which would allow Thomas additional time to complete all repairs and rehabilitate the Property no later than September 30, 2023; and

**WHEREAS**, Thomas has extensively repaired, but has not completed the rehabilitation of the Property, so he has requested another extension from the September 30, 2023 deadline, and amendment to the dangerous building designation due to supply issues and procuring professional contractors to rehabilitate the Property; and

**WHEREAS**, the Board of City Commissioners, pursuant to a recommended motion from the Inspections Director on its September 5, 2023 meeting, agreed to consider such extension and amendment contingent on an agreement between City and Thomas that the Property be rehabilitated on or before December 30, 2023.

**NOW, THEREFORE**, in consideration of the mutual promises, terms, covenants, and conditions, stated herein, the parties hereto agree as follows:

1. Thomas agrees and understands that the dangerous building designation shall remain until such time as the Inspections Director determines such designation is no longer necessary, based on the amount of rehabilitation completed.

2. Thomas understands and agrees that he may demolish the Property with proper permits, at his own cost, if he ultimately determines the Property cannot be rehabilitated and made code compliant, in the opinion of the Building Official, any time before December 30, 2023.

3. Thomas waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate the Property which has legally been determined to be a dangerous building by the Board of City Commissioners of the city of Fargo.

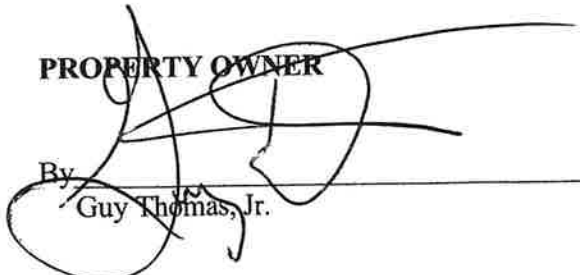
4. Thomas agrees and understands that the Property must secure a certificate of occupancy on or before December 30, 2023, unless such time is further extended in writing signed by the parties hereto at Thomas' request, such request to be made in writing to the city, detailing the reasons such extension is necessary.

5. Thomas understands and agrees that failure to secure a certificate of occupancy by December 30, 2023, or within such time extension as agreed, shall result in an administrative fine of \$50.00/day beyond the agreed upon end date.

6. City agrees and understands it shall forego any further enforcement actions related to the dangerous building designation in accordance with the terms of this Agreement and Amendment.

7. All other terms and amendments of the Findings, Conclusion and Order shall remain in full force and effect.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**PROPERTY OWNER**  
By   
Guy Thomas, Jr.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**BOARD of CITY COMMISSIONERS to the  
CITY OF FARGO,**  
a North Dakota municipal corporation

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

**FINDINGS OF FACT AND ORDER**  
**of the**  
**BOARD OF CITY COMMISSIONERS**  
**OF THE CITY OF FARGO**

Property Address: 437 23<sup>rd</sup> Street South, Fargo, North Dakota

Owner: Cascade Funding Mortgage Trust HB7

A hearing was held before the Board of City Commissioners of the City of Fargo on the 22nd day of August, 2022 regarding the property located at 437 23<sup>rd</sup> Street South, Fargo, North Dakota. Shawn Ouradnik, Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Cascade Funding Mortgage Trust HB7, the owner of the property did not appear.

The Board heard the testimony offered by the inspections department, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

**FINDINGS OF FACT**

1. That Cascade Funding Mortgage Trust HB7 is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

South Twenty-two (22) feet of Lot Two (2) and the North Thirty-three (33) feet of Lot Three (3), Block Twenty-Six (26), Egbert, O'Neil and Haggart's Addition to the city of Fargo

The street address for which is: 437 23<sup>rd</sup> Street South, Fargo, North Dakota, 58103.

2. That the subject property is vacant and uninhabitable.

3. That on November 9, 2021 and May 16, 2022, Laura Langdahl, Code Enforcement Inspector to the city of Fargo, inspected the property and found the building, consisting of a 720 square foot, single story, wood frame, single family home built in 1954 with attached single stall garage to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 111 of the International Property Maintenance Code concerning dangerous structures.

4. That on November 17 and November 22, 2021, James Haley, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects:

(a) damage to electrical equipment including the breaker box, stove, oven, furnace, interior light fixtures, multiple outlets and exterior light fixtures; (b) amateur wiring throughout the house; (c) water damage on main level in the form of ceiling paint cracking and peeling, finish on walls cracking and peeling as well as rotting areas of wood flooring; (d) plumbing has been cut and removed from majority of the fixtures in the house; (e) toilet and kitchen sink are not draining, both contain waste; (f) removal of fire alarms; (g) signs of infestation in multiple rooms including rodent feces, nest and dead rodents; (h) multiple holes in the walls with objects stored inside the walls; (i) needles and other drug paraphernalia in yard and house; (j) air circulation system has been covered and plugged; (k) cracking and shifting in basement foundation; (l) extensive water damage in the form of mold and staining in the basement; (m) graffiti in multiple areas of the building; (n) daylight is viewable through multiple areas in the block foundation of attached garage; (o) ceiling in garage has collapsed and remaining sheet rock has extensive water damage in the form of mold and staining; (p) building is in an unsanitary state; (q) fire damaged tree in rear yard is hanging over neighboring fence and power lines; (r) evidence of squatter activity; (s) no water service since July 1, 2021 with documented call to the Fargo Police Department for stealing water from a neighboring property; (t) fence is damaged and falling; (u) gutter and drainage systems not maintained and growing vegetation; (v) rear door to garage not secured; and (w) overhead door of garage is damaged and not secure.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;
- b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

- c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before November 9, 2021 and May 16, 2022, with respect to the subject property is hereby accepted as true and correct.

8. That the building located at 437 23rd Street South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."

9. Notice of Dangerous Building was posted on the property on or about November 15, 2021, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

10. The owner has not sufficiently presented cause why the "dangerous building" should not be demolished.

11. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owner has failed to do so.

12. That Inspections Department may secure the removal of this building if the owner fails to comply with city ordinances and demolish the property by September 22, 2022.

13. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

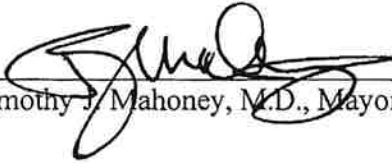
**ORDER**

Based on the foregoing Findings of Fact, it is hereby ORDERED that Cascade Funding Mortgage Trust HB7, or anyone else claiming an ownership interest, shall demolish the “dangerous building” located at 437 23rd Street South, Fargo, North Dakota by September 22, 2022.

It is further ordered that if the owner fails to demolish said “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this 6 day of September, 2022.

BOARD of CITY COMMISSIONERS of the CITY  
OF FARGO,  
a North Dakota Municipal Corporation

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

ATTEST:

  
Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER


TO: CASCADE FUNDING MORTGAGE TRUST HB7 AND ALL OTHER PERSONS  
HAVING INTEREST IN THIS PROPERTY


RE: PROPERTY AT 437 23RD STREET SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on the subject property may be demolished by the city of Fargo at any time on or after September 22, 2022.

DATED this 6 day of September, 2022.

BOARD OF CITY COMMISSIONERS  
CITY OF FARGO, a North Dakota Municipal  
Corporation

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

ATTEST:  
  
Steven Sprague, City Auditor



**AMENDMENT TO**  
**THE FINDINGS OF FACT, CONCLUSIONS AND ORDER**

This **AMENDMENT**, by Agreement by and between the city of Fargo, a North Dakota municipal corporation and Guy Thomas (hereinafter "Thomas") owner of the Property located at 437 23<sup>rd</sup> Street South, Fargo, ND 58103, hereby amends the **FINDINGS OF FACT AND CONCLUSIONS AND ORDER** of the Board of City Commissioners of the City of Fargo approved August 22, 2022, a copy of which is attached hereto and made a part hereof, as Exhibit 1, for the property located at 437 23<sup>rd</sup> Street South, Fargo, ND 58103 (hereinafter "property").

**WHEREAS**, on December 30, 2022, the Property was sold to Thomas by Cascade Finding Mortgage Trust; and

**WHEREAS**, as the new owner, Thomas immediately sought to obtain permits to rehabilitate the Property; and

**WHEREAS**, Thomas' permit requests were denied due to the Property having been designated a dangerous building, subject to demolition; and

**WHEREAS**, Thomas requested an extension and amendment to the dangerous building designation in order to ascertain whether rehabilitation of the Property was feasible, and if so an opportunity to rehabilitate the Property; and

**WHEREAS**, the Board of City Commissioners, pursuant to a recommended motion from the Inspections Director, agreed to consider such extension and amendment contingent on an agreement between City and Thomas that the property be rehabilitated on or before September 1, 2023.

**NOW, THEREFORE**, in consideration of the mutual promises, terms, covenants, and conditions, stated herein, the parties hereto agree as follows:

1. That on or before February 24, 2023, Thomas shall provide City a structural engineer's report confirming the foundation of the property is able to be made structurally sound. Thomas agrees to undertake all necessary and appropriate steps identified by the structure engineers

prior to the issuance by City of any further and additional permits. Upon receipt of the structural engineer's report that the foundation of the Property is stable, Thomas may request building permits to rehabilitate the Property.

2. Thomas and his contractors may assess the Property for the sole purpose of analysis and if appropriate, foundation stabilization.

3. Thomas agrees that if permits are not secured and work commenced on or before March 30, 2023, the extension of the dangerous building finding is withdrawn and the City may proceed with the demolition of the Property, any time after March 31, 2023, with or without notice to Thomas.

4. Thomas agrees and understands that the dangerous building designation shall remain until such time as the Inspections Director determines such designation is no longer necessary, based on the amount of rehabilitation completed.

5. Thomas understands and agrees that all costs incurred by City thus far in the dangerous building process with respect to the Property are due and payable, in the amount of \$19,990, as evidenced by the invoice attached thereto as attachment 2. Thomas waives any and all objection to the assessment of the costs to the Property, and agrees all such costs are the property owner's responsibility.

6. Thomas understands and agrees that he may demolish the Property with proper permits, at his own cost, if he ultimately determines the Property cannot be rehabilitated and made code compliant, in the opinion of the Building Official, any time before March 31, 2023.

7. Thomas waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate the Property which has legally been determined to be a dangerous building by the Board of City Commissioners of the city of Fargo.

8. Thomas agrees and understands that the Property must secure a certificate of occupancy on or before September 30, 2023, unless such time is further extended in writing signed by the parties hereto at Thomas' request, such request to be made in writing to the city, detailing the reasons such extension is necessary.

9. Thomas understands and agrees that failure to secure a certificate of occupancy by September 30, 2023, or within such time extension as agreed, shall result in an administrative fine of \$50.00/day beyond the agreed upon end date.

10. City agrees and understands it shall forego any further enforcement actions related to

the dangerous building designation in accordance with the terms of this Agreement and Amendment.

11. All other terms and amendments of the Findings, Conclusion and Order shall remain in full force and effect.

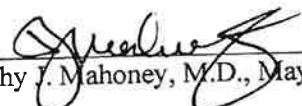
DATED this 5 day of March, 2023.

**PROPERTY OWNER**

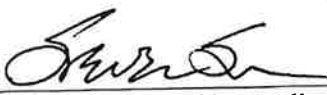
By   
Guy Thomas

DATED this 20 day of March, 2023.

**BOARD of CITY COMMISSIONERS to the  
CITY OF FARGO,**  
a North Dakota municipal corporation

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

ATTEST:

  
Steven Sprague, City Auditor





OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM  
10 Roberts Street North  
PO Box 6017  
Fargo, ND 58108  
Phone: 701.232.8957 | Fax: 701.233.7049

Copy

CITY ATTORNEY  
Nancy J. Morris

ASSISTANT CITY ATTORNEYS  
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

(5)

October 12, 2023

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Ordinance Amendment- Increasing the number of Class C and W licenses**

Mayor and Commissioners,

In accordance with your directive on October 2, 2023, please find attached an ordinance amendment, increasing the number of available Class C and W licenses found in Fargo Municipal Code § 25-1508 (F) (6) & (23) respectively.

**Suggested Motion:** I move to receive and file the following Ordinance Amending Sections 25-1508 (F) (10) & (23) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages, and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Regards,

Nancy J. Morris

NJM/lmw

Enclosure

cc: Steve Sprague

Copy

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 25-1508 OF ARTICLE 25-15  
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING  
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

\* \* \*

F. The number of licenses which may be issued by the board of city commissioners shall be limited as follows:

- 6. Class C – ~~4013~~
- 23. Class W – ~~4013~~

\* \* \* \*

Copy

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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Section 2. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

**CITY ATTORNEY**

Nancy J. Morris

**ASSISTANT CITY ATTORNEYS**

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



October 12, 2023

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: An Ordinance Amending Article 13-10 relating to Recreational Aquatic Facilities;  
An Ordinance Amending Article 13-14 relating to Hotels and Motels**

Dear Commissioners,

Enclosed for your review and approval are two ordinances amending: (1) Section 13-1011 of Article 13-10 of Chapter 13 of the Fargo Municipal Code relating to Recreational Aquatic Facilities, and (2) Article 13-14 of Chapter 13 of the Fargo Municipal Code relating to Hotels and Motels. At its October 2, 2023, meeting, the Board of City Commissioners directed the City Attorney to work with Fargo Cass Public Health to review and update these articles.

For your convenience, the primary proposed changes are as follows:

Recreational Aquatic Facilities

- Clarifying the license renewal and termination dates.
- Adding a requirement that all outstanding inspection and testing fees be paid in full before a licensee may renew their license on January 1.

Hotels and Motels

- Revising the name of the Article from “Hotels and Motels” to “Lodging Establishments” to better parrot state law.
- Amending water temperature requirements.
- General clerical updates to clean up the language in the Article.

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

**Suggested Motion:** I move to receive and file an Ordinance Amending Section 13-1011 of Article 13-10 of Chapter 13 of the Fargo Municipal Code relating to Recreational Aquatic Facilities, and an Ordinance Amending Article 13-14 of Chapter 13 of the Fargo Municipal Code relating to Hotels and Motels, and to place said Ordinances on for first reading at the next regularly scheduled city commission meeting.

Page 2

Alissa R. Farol Czapiewski Letter to City Commission

Articles 13-10 and 13-14 Ordinances

October 12, 2023

Sincerely,

A handwritten signature in black ink, appearing to read "Alissa R. Farol Czapiewski". The signature is fluid and cursive, written in a professional style.

Alissa R. Farol Czapiewski  
Assistant City Attorney

Enclosures

cc: Grant Larson, Director of Environmental Health  
Desi Fleming, Director of Fargo Cass Public Health



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE AMENDING SECTION 13-1011  
2 OF ARTICLE 13-10 OF CHAPTER 13 OF THE FARGO MUNICIPAL CODE  
3 RELATING TO RECREATIONAL AQUATIC FACILITIES

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 13-1011 of Article 13-10 of Chapter 13 of the Fargo Municipal Code is hereby  
17 amended to read as follows:

18 13-1011. Licensing and Fees.

19 A license shall be issued after a preoperational inspection has determined that the when  
20 investigation has determined that the recreational aquatic facility and its method of operation will  
21 conform to the requirements of this chapter. A license, once issued, is nontransferable, and shall  
22 only be. A license shall be valid only for the location described in the application, unless revoked  
23 for cause, for the time period indicated. All licenses issued under the provisions of this article,  
unless otherwise specifically provided, shall terminate on December 31 following the date of  
issuance; provided, however that any license issued under the provisions of this article may, under

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

certain circumstances, be revoked or not renewed by the director of public health. The initial application for a license shall extend from the date of issuance until December 31. Thereafter, the license may be renewed annually, January 1, by the director of public health. The license shall be posted in a conspicuous place in the Aquatic Venue recreational aquatic facility.

Fees shall be set by resolution of the board of city commissioners and shall be sufficient to cover the actual expenses of administering and enforcing this program, including the expenses of inspecting. The fee for the periodic tests required in 13-1009 shall be established by resolution of the board of city commissioners. Periodic inspection and testing fees shall be at the expense of the Aquatic Venue recreational aquatic facility. Current licensees must pay, in full, any outstanding inspection and testing fees prior to the annual licensing renewal period on January 1. The licensee's failure to pay any outstanding fees will result in the non-renewal of the license and said license shall terminate on December 31.

Section 2. Penalty.

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

Section 3. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

**CITY ATTORNEY**  
Nancy J. Morris

①

**ASSISTANT CITY ATTORNEYS**  
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

October 12, 2023

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: An Ordinance Amending Article 13-10 relating to Recreational Aquatic Facilities;  
An Ordinance Amending Article 13-14 relating to Hotels and Motels**

Dear Commissioners,

Enclosed for your review and approval are two ordinances amending: (1) Section 13-1011 of Article 13-10 of Chapter 13 of the Fargo Municipal Code relating to Recreational Aquatic Facilities, and (2) Article 13-14 of Chapter 13 of the Fargo Municipal Code relating to Hotels and Motels. At its October 2, 2023, meeting, the Board of City Commissioners directed the City Attorney to work with Fargo Cass Public Health to review and update these articles.

For your convenience, the primary proposed changes are as follows:

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- Clarifying the license renewal and termination dates.
- Adding a requirement that all outstanding inspection and testing fees be paid in full before a licensee may renew their license on January 1.

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

**Suggested Motion:** I move to receive and file an Ordinance Amending Section 13-1011 of Article 13-10 of Chapter 13 of the Fargo Municipal Code relating to Recreational Aquatic Facilities, and an Ordinance Amending Article 13-14 of Chapter 13 of the Fargo Municipal Code relating to Hotels and Motels, and to place said Ordinances on for first reading at the next regularly scheduled city commission meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Alissa R. Farol Czapiewski". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Alissa R. Farol Czapiewski  
Assistant City Attorney

Enclosures

cc: Grant Larson, Director of Environmental Health  
Desi Fleming, Director of Fargo Cass Public Health

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ARTICLE 13-14 OF  
CHAPTER 13 OF THE FARGO MUNICIPAL CODE  
RELATING TO HOTELS & MOTELS

1  
2  
3 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in  
4 accordance with Chapter 40-05.1 of the North Dakota Century Code; and

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

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

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

12 NOW, THEREFORE,

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

14 Section 1. Amendment.

15 Article 13-14 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as  
16 follows:

17 **ARTICLE 13-14 HOTELS & MOTELS LODGING ESTABLISHMENTS**

18 **13-1401. Definitions.**

- 19 1. "Clean" – Shall mean ~~the~~ absence of dirt, grease, rubbish, garbage, and other  
20 offensive, unsightly or extraneous matter.
- 21 2. "Employee" – Shall mean ~~A~~any person working in a ~~hotel or motel lodging~~  
22 establishment including janitors, maids, porters, and other persons whose duties  
23 include the cleaning of rooms, toilets, or other parts of the building.
3. "Good repair" - ~~The term "good repair"~~ shall mean free of corrosion, breaks,  
cracks, chips, pitting, excessive wear and tear, leaks, obstructions, and similar  
defects so as to constitute a good and sound condition.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- 1 "Guest" - Shall mean an occupant of any ~~hotel or motel~~ lodging establishment.
- 2 "Guest room" -Shall mean any room used by a guest for sleeping purposes.
- 3 "Health Department" - Shall mean ~~the City of Fargo Health Department~~ Fargo  
4 Cass Public Health.
- 5 "Health hazard" - Shall mean any chemical agent, source of filth, cause of  
6 sickness, or condition that is a health threat to employees or guests.
- 7 "Hotel or Motel Lodging Establishment" - Shall mean a building, structure,  
8 enclosure, or any part thereof used as, maintained as, advertised as, or held out to  
9 be a place where sleeping accommodations are furnished to the public for a  
10 charge and for periods of less than one week. The term does not include  
11 residential or personal dwelling units.
- 12 "Public restroom" - Shall mean any facility that provides toilet and handwashing  
13 facilities for the general public.

14 **13-1402. Application.**

15 All ~~hotels and motels~~ lodging establishments shall be subject to the requirements of this  
16 article and the rules or regulations promulgated hereunder.

17 **13-1403. Rules and Regulations.**

18 13-1403.1 Regulation by Health Department.

19 The health department, and agents and employees thereof, shall have authority to regulate  
20 the public health and safety in the city of Fargo concerning use, design, operation, and  
21 maintenance of ~~hotels and motels~~ lodging establishments and shall have such authority to  
22 adopt regulations, rules, standards and practices. Such regulations, rules, standards, and  
23 practices shall be approved by the board of city commissioners, and are hereby adopted  
by reference and fully incorporated herein, ~~included~~ including any amendments

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

hereinafter adopted, and shall be controlling within the jurisdiction of the health department city of Fargo.

13-1403.2 Health Department Approval of Construction Plans.

Before work is commenced on the construction of a ~~hotel or motel~~ lodging establishment, or there is any alteration, addition, remodeling, or other improvement, the plans and specifications ~~shall have been~~ must be approved by the health department.

13-1403.3 Inspection by Health Department.

The health department may inspect or cause to be inspected all ~~hotels and motels~~ lodging establishments within the city at such times as it may deem necessary to carry out the intent of this ordinance. In the event of the failure of compliance after due notice with the rules and regulations and requirements of this ordinance, the health department shall have the power to abate or cause a suspension of use of such ~~hotel or motel~~ lodging establishment until such time the health department deems there to be no longer a menace or a hazard to health, safety or morals. Yearly inspection fees shall be established by resolution of the board of city commissioners.

**13-1404. Exterior maintenance and parking.**

13-1404.1 Every building, structure, or enclosure used to provide lodging accommodations for the ~~publie~~ public shall be kept in good repair, and so maintained as to promote the health, comfort, safety, and well-being of persons accommodated.

13-1404.2 There shall be at least one parking spot provided for each lodging room in ~~the hotel or motel~~ a lodging establishment and for all staff. The parking lot and all property used in connection with the ~~hotel or motel~~ lodging establishment shall be kept free of litter and refuse. Also, the walking and driving surfaces of all exterior areas shall be surfaced with concrete or asphalt or a similar material effectively treated to facilitate maintenance and minimize dust. These surfaces shall be graded to prevent pooling. Only articles necessary for the operation and maintenance of the lodging establishment shall be stored on the premises.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 13-1404.3 Outside openings shall be protected against the entrance of insects and rodents  
2 by tight fitting, self-closing doors, closed windows, and screening or other approved  
3 means. Screen doors shall be self-closing, and screens for windows, doors, skylights,  
4 intake and exhaust air ducts and other openings to the outside shall be tight fitting and  
5 free of breaks or holes. Screening materials shall not be less than sixteen mesh to the  
6 inch.

7 **13-1405. Restrooms and handwashing facilities.**

8 13-1405.1 All public restrooms ~~should~~ shall be provided with mechanical ventilation,  
9 self-closing doors, and proper handwashing facilities. The handwashing sink shall be  
10 equipped with self-dispensing soap and self-dispensing disposable towels or a hand  
11 drying device providing heated air and a suitable waste receptacle. Handwashing sinks  
12 shall also provide hot and cold water tempered by means of a mixing valve or  
13 combination faucet. Hot water shall not exceed one hundred ~~thirty~~ twenty degrees (~~130~~  
14 120°F). Any self-closing, slow closing, or metering faucet shall be designed to provide a  
15 flow of water for at least fifteen seconds without the need to reactivate the faucet.

16 13-1405.2 Restroom facilities shall be conveniently located, and shall be accessible to  
17 employees and ~~quests~~ guests at all times.

18 13-1405.3 Handwashing facilities, soap dispensers, hand drying devices and all related  
19 fixtures shall be kept clean and in good repair.

20 13-1405.4 Walls, floors, and ceilings in restrooms shall be constructed of smooth, easily  
21 cleanable materials and shall be kept clean and in good repair.

22 **13-1406. Guest rooms.**

23 13-1406.1 Walls, floors, and ceilings in guest rooms shall be constructed of smooth easily  
cleanable materials and shall be kept clean and in good repair. This includes furniture,  
drapes, curtains, lamp shades, carpeting and all other fixtures.

13-1406.2 All beds, bunks, cots, and other sleeping places provided for guests in ~~hotels~~  
and motels lodging establishments shall be supplied with suitable pillow slips and top



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 sheets. All bedding including mattresses, quilts, blankets, pillows, sheets, spreads and all  
2 bath linen shall be kept clean. No bedding, including mattresses, quilts, blankets, pillows,  
3 bed and bath linen shall be used which are worn out or unfit for further use. Pillow slips,  
4 sheets, and bath linen after being used by one guest shall be washed before they are used  
5 by another guest, so a clean set being is furnished after each succeeding guest. For any  
6 guest occupying a guest room for an extended period of time, a fresh set of sheets and  
7 pillow slips shall be furnished at least once each week, and at least two clean towels per  
8 guest each day if they are requested.

9 13-1406.3 Each ~~hotel or motel~~ lodging establishment must provide toilet, handwashing,  
10 and bathing facilities for its guests. There must be a ratio of 1 toilet and bathing facility  
11 for every 8 guests. These facilities must be maintained in good repair and cleaned at least  
12 between stays of different guests. All toilet and bathing facilities must also be well  
13 ventilated. An area is well ventilated when excessive heat, odors, fumes, vapors, smoke,  
14 or condensation is reduced to a negligible level and barely perceptible to the normal  
15 senses.

16 13-1406.4 All guest rooms must have a heating system able to maintain a minimum  
17 temperature of 67°F.

18 13-1406.5 The doors of all guest rooms used for sleeping in any ~~hotel or motel~~ lodging  
19 establishment shall be equipped with proper bolts or locks to permit the occupants to lock  
20 or bolt such doors securely from within the rooms. Such bolts or locks shall be  
21 constructed in a manner which will render it impossible to unbolt or unlock the door from  
22 the outside.

23 **13-1407. Interior construction.**

13-1407.1\ Walls, floors, and ceilings in hallways, lobbies, and laundry rooms shall be  
constructed of smooth easily cleanable materials and shall be kept clean and in good  
repair.

13-1407.2 All laundry rooms and any other rooms used to store linen, cribs, roll away  
beds, food, or food service equipment must shield all lights or use shatterproof bulbs.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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**13-1408. Water supply.**

13-1408.1 A safe adequate supply of potable water with both hot and cold under pressure shall be provided in all bathrooms and toilets.

13-1408.2 Guest room glasses must be single service or multi use glasses that are cleaned and sanitized between each different guest.

13-1408.3 Self-service ice provided for guests must be dispensed through the use of self-dispensing ice machines or prepackaged from an approved source. Self-service ice storage bins are not acceptable for guest use and must be kept in areas not accessible to guests. All self-dispensing ice machines shall be cleaned and sanitized internally every quarter (3 months).

**13-1409. Plumbing.**

All plumbing shall be properly maintained and meet all state and local plumbing codes.

**13-1410. Garbage/Refuse disposal.**

13-1410.1 All liquid wastes shall be disposed of in an approved public sewage system.

13-1410.2 Prior to removal, all garbage and refuse stored within the premises shall be kept in watertight, nonabsorbent receptacles which are covered with close fitting lids to prevent access to birds, rodents, and other vermin. These garbage receptacles shall be kept in good repair.

13-1410.3 All garbage, trash, and refuse shall be removed from the premises frequently to prevent nuisance and unsightly conditions, and shall be disposed of in a sanitary manner.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

**13-1411. Miscellaneous.**

1 13-1411.1 All cleaning operations must be conducted in a manner that minimizes  
2 contamination of the facility. Cleaning equipment, supplies, insecticides, paints, and  
3 other toxic materials must be stored properly. They may not be stored above or next to  
4 linens, food, or food service equipment. All cleaners, sanitizers, and disinfectants must  
5 comply with 21 CFR section 178.1010. An ingredient label and "direction for use" label  
6 on each chemical being used must be readily available for reference or inspection. All  
7 containers used for dispensing these chemicals must be prominently and distinctively  
8 labeled for identification of contents.

9 13-1411.2 Every ~~hotel and motel~~ lodging establishment shall be constructed, maintained,  
10 and equipped to prevent the entrance, harborage, or breeding of flies, roaches, bedbugs,  
11 rats, mice, and all other insects and vermin. They must also have means necessary to  
12 eliminate such pests such as cleaning, renovation, or fumigation. The ~~H~~health  
13 ~~D~~department may order the facility to hire a licensed exterminator to exterminate pests  
14 when:

- 15 A. The infestation is so extensive that it is unlikely that a nonprofessional can  
16 eradicate the pests effectively.
- 17 B. The extermination method of choice can only be carried out by a licensed  
18 exterminator.
- 19 C. Upon reinspection it is found that the establishment has not been brought  
20 into compliance with a prior order to rid the establishment of pests.

Section 2. 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 \$1000.00; the court to have power to suspend said sentence and to revoke  
the suspension thereof.

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ORDINANCE NO. \_\_\_\_\_

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Section 3. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

First Reading:  
Second Reading:  
Final Passage:  
Publication:

\_\_\_\_\_  
Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

8

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN EOLA ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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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 EOLA Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on July 6, 2023 and September 7, 2023; and,

WHEREAS, the rezoning changes were approved by the City Commission on October 2, 2023,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) and Two (2), Block One (1) of EOLA Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned "GC", General Commercial, District, with a "PUD", Planned Unit Development, District, as established by Fargo Municipal Ordinance No. 5336, will hereby retain the base zoning of "GC", General Commercial, District, repealing and replacing the "PUD", Planned Unit Development, District, as follows:

A. Allowed Uses.

1. In addition to the uses allowed within the "GC", General Commercial zoning district, residential use shall also be allowed.

B. Residential Density.

1. The maximum residential density allowed shall be seventy (70) units per acre.

C. Parking. The following parking requirements are as follows:

- 1. 1.16 parking spaces per residential unit;
- 2. One (1) space per 230 square feet for commercial uses of retail, office, and restaurant;

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- 3. Parking can be located anywhere in the development; and
- 4. All other parking requirements shall be governed by the Land Development Code.

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D. Setbacks.

- 1. A reduction to ten (10) feet on the front and side street setbacks, and reduction to five (5) feet on the rear setback.
- 2. On Lot Two (2), Block One (1), a reduction to zero (0) feet on the front setback for a skyway.

E. Landscaping.

- 1. The parking lot buffer requirement shall be waived.
- 2. Perennial open space plant units shall be increased to a maximum of 40% of the requirement.
- 3. Open space plant unit placed in the front and street side shall be reduced to 25%.
- 4. Open space plant units may be located collectively within the development.
- 5. For purposes of determining open space plant units, active recreation area square footages shall be excluded from calculations.
- 6. At the final phase of development, all required open space plant units will be verified. Landscaping will increase with review of phased PUD Final Plans. Landscape plans will be submitted with each Final Plan for internal review.

F. Height.

- 1. The maximum building height for the overall development and within the proximity of residentially zoned property shall be 130 feet.

G. Open Space.

- 1. The development shall have a minimum of 20% open space.

H. Additional Standards.

- 1. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; or glass. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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2. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.

3. All building façades greater than 150 feet in length, measured horizontally, shall incorporate a varied material palette. The varied material palette shall be configured whereas the primary material and color shall not exceed 50% of the building façade, the secondary material and color shall not exceed 30% of the building façade, tertiary material and color shall not exceed 20% of the building façade, and any other materials and/or colors shall not exceed the percentage of the tertiary material. Material square footage shall be inclusive of all glazing and door openings as well as deck projections.

4. Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50% of their horizontal length. If the façade facing the street is not the front it shall include the same features and/or landscaping in scale with the façade.

5. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets, including but not limited to the back of the structure. The average height of such parapets shall not exceed one third of the height of the supporting wall.

6. Loading facilities to be located at the side of structures when possible. All loading and service areas will be clearly signed to specify location. Trash compactors, trash chutes and roll-off trash will not need screening if located within the interior of the building. Loading and service area doors will be architecturally compatible with the materials and colors of the building.

7. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor.

8. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- a. The primary entrance(s) to each commercial building, including pad site buildings.
- b. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
- c. Parking areas or structures that serve each primary building.
- d. Connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.
- e. Any public sidewalk system along the perimeter streets adjacent to the development.
- f. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

I. The following uses are prohibited:

- 1. Detention facilities;
- 2. Adult Establishment;
- 3. Off-premise advertising signs;
- 4. Portable signs;
- 5. Vehicle repair;
- 6. Industrial service;
- 7. Manufacturing and production;
- 8. Warehouse and freight movement; and
- 9. Aviation/surface transportation.

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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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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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. \_\_\_\_\_

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN EOLA SECOND ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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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 EOLA Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on July 6, 2023 and September 7, 2023; and,

WHEREAS, the rezoning changes were approved by the City Commission on October 2, 2023,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Five (5), Block One (1) of EOLA Second Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned “GC”, General Commercial, District, with a “PUD”, Planned Unit Development, District, as established by Fargo Municipal Ordinance No. 5336, will hereby retain the base zoning of “GC”, General Commercial, District, repealing and replacing the “PUD”, Planned Unit Development, District, as follows:

- A. Allowed Uses.
  - 1. In addition to the uses allowed within the “GC”, General Commercial zoning district, residential use shall also be allowed.
- B. Residential Density.
  - 1. The maximum residential density allowed shall be seventy (70) units per acre.
- C. Parking. The following parking requirements are as follows:
  - 1. 1.16 parking spaces per residential unit;

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- 2. One (1) space per 230 square feet for commercial uses of retail, office, and restaurant;
- 3. Parking can be located anywhere in the development; and
- 4. All other parking requirements shall be governed by the Land Development Code.

D. Setbacks.

- 1. A reduction to ten (10) feet on the front and side street setbacks, and reduction to five (5) feet on the rear setback.
- 2. On Lot Three (3), Block One (1), a reduction to zero (0) feet on the front setback for a skyway.

E. Landscaping.

- 1. The parking lot buffer requirement shall be waived.
- 2. Perennial open space plant units shall be increased to a maximum of 40% of the requirement.
- 3. Open space plant unit placed in the front and street side shall be reduced to 25%.
- 4. Open space plant units may be located collectively within the development.
- 5. For purposes of determining open space plant units, active recreation area square footages shall be excluded from calculations.
- 6. At the final phase of development, all required open space plant units will be verified. Landscaping will increase with review of phased PUD Final Plans. Landscape plans will be submitted with each Final Plan for internal review.

F. Height.

- 1. The maximum building height for the overall development and within the proximity of residentially zoned property shall be 130 feet.

G. Open Space.

- 1. The development shall have a minimum of 20% open space.

H. Additional Standards.

- 1. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; or glass. Natural wood or wood paneling

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ORDINANCE NO. \_\_\_\_\_

shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used.

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3. All building façades greater than 150 feet in length, measured horizontally, shall incorporate a varied material palette. The varied material palette shall be configured whereas the primary material and color shall not exceed 50% of the building façade, the secondary material and color shall not exceed 30% of the building façade, tertiary material and color shall not exceed 20% of the building façade, and any other materials and/or colors shall not exceed the percentage of the tertiary material. Material square footage shall be inclusive of all glazing and door openings as well as deck projections.

4. Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50% of their horizontal length. If the façade facing the street is not the front it shall include the same features and/or landscaping in scale with the façade.

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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 8. Separate vehicular and pedestrian circulation systems shall be provided. An on-  
2 site system of pedestrian walkways shall be designed to provide direct access and  
3 connections to and between the following:

4 a. The primary entrance(s) to each commercial building, including pad site  
5 buildings.

6 b. Any sidewalks or walkways on adjacent properties that extend to the  
7 boundaries shared with the commercial development.

8 c. Parking areas or structures that serve each primary building.

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

14 e. Any public sidewalk system along the perimeter streets adjacent to the  
15 development.

16 f. Where practical and appropriate, adjacent land uses and developments,  
17 including but not limited to residential developments, parks, retail  
18 shopping centers, and office buildings.

19 I. The following uses are prohibited:

- 20 1. Detention facilities;  
21 2. Adult Establishment;  
22 3. Off-premise advertising signs;  
23 4. Portable signs;  
5. Vehicle repair;  
6. Industrial service;  
7. Manufacturing and production;  
8. Warehouse and freight movement; and  
9. Aviation/surface transportation.

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.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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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:

Erik R. Johnson  
Assistant City Attorney - Fargo

10

October 12, 2023

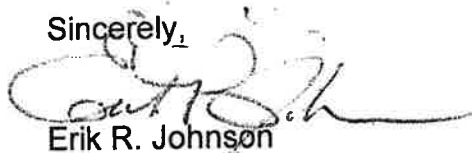
Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: Consider approval of Amendment to Lease Agreement with NDSU/State Board of Higher Education re Fargodome remodeling, conference and convention center addition

Enclosed, for your consideration is an amendment to the Fargodome ground lease between the city and NDSU. This rather simple amendment incorporates the remodeling of the Fargodome and the addition of the convention and conference center into the authorization provided by the original Fargodome ground lease with NDSU and the State Board of Higher Education. The ground lease has been amended a number of times since the Fargodome's inception in 1989 and when it was determined that the Fargodome should be constructed in its current location on NDSU land under a 99-year ground lease arrangement. Once the design of the remodeling project and conference/convention center addition are more fully developed, the City and NDSU will be in a position to arrive at various terms, including the use by NDSU of the facility, the sharing of revenue derived from such use. The financial arrangements have been modified over the years as circumstances have changed. NDSU and the City are currently operating under the ninth amendment to the original 1989 ground lease. This amendment will also be presented in due course to the State Board of Higher Education for its approval.

**SUGGESTED MOTION:** I move to approve the terms of the Amendment to Lease Agreement between the City, NDSU and the State Board of Higher Education for the Fargodome remodeling and conference/convention center addition as presented.

Sincerely,



Erik R. Johnson

Enclosure

**AMENDMENT TO  
LEASE AGREEMENT**

[North Dakota State University, North Dakota State Board Of Higher Education and City of Fargo]

THIS AMENDMENT TO LEASE AGREEMENT, dated as of \_\_\_\_\_, 2023; is by and between the **North Dakota State Board of Higher Education and North Dakota State University**, as Lessor (collectively referred to as the Lessor, “NDSU”) and the **City of Fargo**, a North Dakota municipal corporation (the Lessee, “City”); and provides as follows:

**RECITALS:**

**WHEREAS**, NDSU and City entered into a Lease Agreement for the Fargodome dated as of December 15, 1989 [hereinafter the “Lease Agreement”] pertaining to the lease of approximately 50 acres of land located, generally, in the southwest corner of the intersection of North University Drive and 19<sup>th</sup> Avenue North, in Fargo, North Dakota, the legal description for which leased premises is more particularly described therein;

**WHEREAS**, the purpose of the Lease Agreement was to build and operate the Fargodome as provided in the Lease Agreement;

**WHEREAS**, the City did construct the Fargodome on the leased premises opening in 1992 and the City has continued to operate the Fargodome to present, including financing substantial annual capital improvements to the facility;

**WHEREAS**, the Fargodome has served as the home of the NDSU football team since its opening in 1992 as well as hosting other NDSU events;

**WHEREAS**, the City wishes to undertake on the leased premises certain construction activities in order to remodel the Fargodome and expand the convention and conference capacity of the leased premises;

**WHEREAS**, the City’s proposed remodel of the Fargodome will likely cost approximately \$90,000,000.00, all of which will be fully paid by the City;

**WHEREAS**, NDSU is willing to amend the Lease Agreement to permit such construction activities in order for the City to expand the convention and conference capacity of the leased premises; and,

**WHEREAS**, the City wishes to undertake on the leased premises certain construction activities for the remodeling of the existing Fargodome structure and for the construction of the proposed convention center which will be connected to the existing Fargodome structure; and,

**WHEREAS**, NDSU is willing to permit such construction and is willing to clarify and amend the Lease Agreement to specifically authorize the use of the additional conference and



**WHEREAS**, the parties wish to amend the Lease Agreement, accordingly;

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

- I.** The City is hereby authorized to undertake the design, construction and occupancy of the remodeling of the existing Fargodome structure. The City and NDSU agree that this activity is in line with the operational purpose of the Lease Agreement.
  
- II.** In the event that the residents of Fargo approve a one-quarter of one percent additional sales tax and an additional three percent lodging tax in the citywide vote planned for December of 2023, the Lease Agreement is hereby amended to include the following:
  - a. The City is hereby authorized to undertake the design, construction and occupancy of an addition of space to the Fargodome for additional conference and convention space (the “Convention Space”). The Convention Space shall be in substantial conformance with the project presentation provided to NDSU and the Fargo Moorhead West Fargo Chamber of Commerce (see Exhibit A, incorporated by reference into this Amendment).
  
  - b. The City and NDSU will work in good faith to resolve the numerous financial and operational details associated with the renovated Fargodome and the addition of the Convention Space. The City and NDSU agree to work in good faith to review revenue sharing terms between the City and NDSU consistent with the expanded facilities and points of sale being contemplated with the renovation of the Fargodome and to arrive at suitable terms that provide reasonable compensation to NDSU for the use of the facility for additional conference/convention purposes. Until any such terms are reached, the financial and operational terms of the Lease Agreement, as previously amended, shall remain in effect.
  
  - c. The Convention Space shall not hold events/activities on NDSU’s fall move-in day or days of NDSU commencement ceremonies, as determined by NDSU’s schedule, unless otherwise agreed by NDSU and the City with the NDSU president or the president’s designee and the general manager of the Fargodome or the general manager’s designee, being authorized to make such agreement on behalf of NDSU and the City, respectively. NDSU will notify the City of the dates for such upcoming move-in day and days of commencement ceremonies when NDSU sets its academic calendar.
  
- III.** In order to plan for the impact of the Convention Space, the City and NDSU will immediately take part in a joint parking/traffic study and will incorporate appropriate parking/traffic modifications resulting therefrom into the Convention Space project. The preliminary design documents for the Convention Space indicate no reduction in available parking at the Fargodome. To the extent those designs change in relation to available parking, the City agrees to notify NDSU and work with NDSU in good faith to

ensure there is minimal to no impact on the available parking at the Fargodome.

- IV. In the event that the residents of Fargo do not approve the proposed one-quarter of one percent sales tax and the additional three percent lodging tax in the citywide vote planned for December of 2023, this Amendment shall be null and void.
- V. In all other respects the Lease Agreement, as the same may have been amended from time to time since the initial date of December 15, 1989, shall remain in full force and effect.
- VI. Effective Date. This Amendment to Lease Agreement shall be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to the Lease Agreement as of the Effective Date.

[Execution pages to follow]

IN WITNESS WHEREOF, the City and Developer have caused this First Amendment to LEASE AGREEMENT to be executed by their duly authorized representatives.

CITY OF FARGO,  
a North Dakota political subdivision

(SEAL)

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., its Mayor

ATTEST:

By \_\_\_\_\_  
Steven Sprague, City Auditor

NORTH DAKOTA STATE UNIVERSITY

By \_\_\_\_\_  
Dr. David Cook, Ph.D., President

Attest: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

NORTH DAKOTA STATE BOARD OF HIGHER  
EDUCATION

By \_\_\_\_\_  
Tim Mihalik, Chair

Attest: \_\_\_\_\_  
Secretary of the Board



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

*1/10*

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 <b>404 4th Avenue North</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
---------------------------------------	----------------------	--------------------------	-----------------------

Beginning Date(s) Authorized <b>10/17/2023</b>	Ending Date(s) Authorized <b>06/30/24</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Games will be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input checked="" type="checkbox"/> Poker         |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                                 | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> 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 <b>10/16/23</b>

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

416

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
Red River Human Service 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  
Blarney Stone Pub

Street <u>101 Broadway N</u>	City <u>Fargo</u>	ZIP Code <u>58102</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>Oct 19 2023</u>	Ending Date(s) Authorized <u>June 30 2024</u>	Number of Twenty-One tables, if zero, enter "0"	

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

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 10/16/23
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

**INSTRUCTIONS:**

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
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**RETURN ALL DOCUMENTS TO:**

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



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

916

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
Red River Hummer Service 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  
District 64

Street <u>64 Broadway N</u>	City <u>Fargo</u>	ZIP Code <u>58102</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>Oct. 16, 2023</u>	Ending Date(s) Authorized <u>June 30 2024</u>	Number of Twenty-One tables, if zero, enter "0"	

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

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

Days of week of gaming operations (if restricted) \_\_\_\_\_ Hours of gaming (if restricted) \_\_\_\_\_

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <u>10/16/23</u>

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

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

*(Handwritten initials: 12w)*

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 <b>Centennial Elementary PTO</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/27/2023, 1/12/2024</b>	
Organization or Group Contact Person <b>Sarah Matcha</b>	E-mail <b>centennialcubspto@gmail.com</b>	Telephone Number <b>507-358-6402</b>	
Business Address <b>4201 25th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different) <b>same</b>	City	State	ZIP Code

**SITE INFO**

Site Name <b>Centennial Elementary School</b>		County	
Site Physical Address <b>4201 25th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
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.) <b>Bingo 10/27/2023 &amp; 1/12/2024</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>BINGO</b>	<b>Gift Cards</b>	<b>\$800</b>
<b>BINGO</b>	<b>Event tickets</b>	<b>\$400</b>
<b>BINGO</b>	<b>Toys/Food</b>	<b>\$400</b>
Total (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Fundraiser for teacher supplies, classroom aides, music, PE, field trips, art supplies, staff support**

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: **\$800** (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 <b>Sarah Matcha</b>	Telephone Number <b>507-358-6402</b>	E-mail Address <b>centennialcubspto@gmail.com</b>
Signature of Organization Group's Permit Organizer <i>(Handwritten Signature)</i>	Title <b>Centennial PTO secretary</b>	Date <b>9/27/2023</b>





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Applying for (check one)

Local Permit       Restricted Event Permit\*

Games to be conducted

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>4 Luv of Dog Rescue</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>11/04/2023</b>	
Organization or Group Contact Person <b>Savanna Leach</b>	E-mail <b>savanna@4luvofdog.org</b>	Telephone Number <b>701-388-1700</b>	
Business Address <b>PO Box 9283</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58106-9283</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Holiday Inn</b>	County <b>Cass</b>
Site Physical Address <b>3808 13th Ave S</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58103</b>

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.)

**50/50 Raffle held 11/04/2023**

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>50/50 Cash Raffle</b>	<b>50% Raffle Cash (approximate amount)</b>	<b>1,200.00</b>
	Total (limit \$40,000 per year)	\$ <b>1,200.00</b>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Building Operations (rent, heat, water, garbage, etc), Medical Expenses for Dogs in our care (emergency vetting, vaccinations, etc.)**

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 <b>Savanna Leach</b>	Telephone Number <b>701-388-1700</b>	E-mail Address <b>savanna@4luvofdog.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Fundraising Coordinator</b>	Date <b>10/02/2023</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

126



Applying for (check one)

Local Permit       Restricted Event Permit\*

Games to be conducted

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

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

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

### ORGANIZATION INFO

Name of Organization or Group <b>Lincoln Elementary PTA</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>October 27, 2023</b>	
Organization or Group Contact Person <b>Ahron Walter</b>	E-mail <b>ahron.walter@gmail.com</b>	Telephone Number <b>701-730-2229</b>	
Business Address <b>2120 9th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

### SITE INFO

Site Name <b>Lincoln Elementary School</b>	County <b>Cass</b>		
Site Physical Address <b>2120 9th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
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.) <b>50/50 Raffle October 27, 2023</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>50/50 Raffle</b>	<b>Cash prize based on the number of tickets sold</b>	<b>Dependent on Sales &lt;\$5,000</b>
Total (limit \$40,000 per year)		\$ <b>5,000</b>

### ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds  
**General Funds for Lincoln Elementary PTA**

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: **<\$5,000** (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 <b>Ahron Walter</b>	Telephone Number <b>701-730-2229</b>	E-mail Address <b>ahron.walter@gmail.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Treasurer</b>	Date <b>10/4/2023</b>



# Page 67 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

12d

Applying for (check one)

Local Permit       Restricted Event Permit\*

Games to be conducted

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

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

### ORGANIZATION INFO

Name of Organization or Group <b>United Way of Cass-Clay</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>Tuesday, November 14, 2023</b>	
Organization or Group Contact Person <b>Briana Nupdal</b>	E-mail <b>bnupdal@unitedwaycassclay.org</b>	Telephone Number <b>701-532-4615</b>	
Business Address <b>4351 23rd Avenue South</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different) <b>P.O. Box 1609</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58107</b>

### SITE INFO

Site Name <b>Delta Hotels by Marriott Fargo</b>	County <b>Cass</b>
Site Physical Address <b>1635 42nd St SW</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58103</b>

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.)  
**5 Raffle Boards during United Way Luncheon & Silent Auction fundraising event for United Way, with drawing during event that afternoon (11/14/2023).**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	Louis Vuitton Purse	2,030.00
Raffle Board	4 Club Level Vikings Tickets	1,600.00
Raffle Board	Forma Facial Package with Products from The Vanity Bar	1,750.00
Total (limit \$40,000 per year)		\$ 9,480.00

### ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds  
**Proceeds will benefit United Way of Cass-Clay in our efforts towards our three Bold Community Goals - Preventing Hunger and Homelessness**

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: **6,856** (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 <b>Karla Isley</b>	Telephone Number <b>701-237-5050</b>	E-mail Address <b>kisley@unitedwaycassclay.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>President &amp; CEO</b>	Date <b>10/04/2023</b>



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 GAMING DIVISION  
 SFN 9338 (9-2023)

(12e)

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 <b>SHILOH MASONIC LODGE #1</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>5-4-2024</b>	
Organization or Group Contact Person <b>JEFF AVELSGAARD</b>	E-mail <b>JEFF.AVELSGAARD@GMAIL.COM</b>	Telephone Number <b>7017993888</b>	
Business Address <b>1405 3RD ST N</b>	City <b>FARGO</b>	State <b>ND</b>	ZIP Code <b>58102</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>EL ZAGAL SHRINE</b>	County <b>CASS</b>
Site Physical Address <b>1429 3rd st n</b>	City <b>FARGO</b>
	State <b>ND</b>
	ZIP Code <b>58102</b>

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.)  
**5/4/24**

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

Game Type	Description of Prize	Exact Retail Value of Prize
RAFFLE	CROSSBOW	749.99
RAFFLE	HENRY GOLDEN BOY .22`	529.99
RAFFLE	SRPINGFIELD ARMORY 9mm	649.99
Total (limit \$40,000 per year)		\$ <b>→</b>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**donate to Scottish Rite language center and Trollwood Performing Arts School STAR program**

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 <b>Jeff Avelsgaard</b>	Telephone Number <b>701-799-3888</b>	E-mail Address <b>jeff.avelsgaard@gmail.com</b>
Signature of Organization Group's Permit Organizer <i>Jeff Avelsgaard</i>	Title <b>Part Master</b>	Date <b>10/11/2023</b>

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>RAFFLE</b>	<b>FORTRESS 12 GUN SAFE</b>	<b>499.99</b>
<b>RAFFLE</b>	<b>BLACKSTONE GRIDDLE</b>	<b>329.99</b>
<b>RAFFLE</b>	<b>PITBOSS PELLET GRILL</b>	<b>499.99</b>
		Total (limit \$40,000 per year) \$ <b>2,764.94</b>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds



Page 70 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

12f

Applying for (check one)
[X] Local Permit [ ] Restricted Event Permit\*
Games to be conducted
[ ] Bingo [X] 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: PROJECT PINK PLAID (FKA PROJECT PINK)
Dates of Activity: 10/26/2023
Organization or Group Contact Person: CHRIS MYRVOLD
E-mail: CHRIS@PINKPLAID.ORG
Telephone Number: 701-306-7767
Business Address: 3350 35TH AVE S
City: FARGO
State: ND
ZIP Code: 58104

SITE INFO

Site Name: FARGO BREWING
County:
Site Physical Address: 610 N UNIVERSITY DR #104
City: FARGO
State: ND
ZIP Code: 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
ONE-TIME RAFFLE - 10/26/2023

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

Table with 3 columns: Game Type, Description of Prize, Exact Retail Value of Prize. Rows include RAFFLE LOUIS VUITTON PURSE (2,400.00), RAFFLE BRACELET (4,200.00), RAFFLE BBQ PACKAGE (1,000.00). Total (limit \$40,000 per year) \$ 7,600.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Support local patients with Breast Cancer
Does the organization presently have a state gaming license? [X] No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30? [X] No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30? [X] No
Is the organization or group a state political party or legislative district party? [X] No

Printed Name of Organization Group's Permit Organizer: JULIE KUNKA
Telephone Number: 701-238-3204
E-mail Address: TNJKUNKA@GMAIL.COM
Signature of Organization Group's Permit Organizer: [Handwritten Signature]
Title: PRESIDENT
Date: 10/9/2023

13

October 11, 2023

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

Commissioners,

At the request of various City departments, a product evaluation process began in Spring 2023 for the purchase of a community engagement software platform specifically tailored to local governments. This platform would allow departments and policymakers to gather actionable resident engagement on both existing and proposed City initiatives/program, hold virtual town halls to solicit actional resident sentiment and engage in reoccurring, scientifically valid surveys of the community.

The review committee consisting of several members of the Communications & Governmental Affairs Team determined which vendors and products met the specifications required; multiple vendors and products were evaluated over the course of the last several months.

Working with the City's Finance Department, it was determined that utilizing a purchasing consortium that has been competitively bid was the optimal solution for the purchase. The Insight Public Sector Purchasing agency has Master Agreement ADSP016-138244, contract number 1510001365 (Software VAR) available that meets all of The City of Fargo purchasing guidelines.

It is our recommendation to engage in a three-year contract with ZenCity for its community engagement platform through the utilization of the Insight Public Sector Purchasing agency contract. Over 300 governmental organizations are currently using ZenCity to improve services, increase customer service and build trust with residents. The ZenCity planform successfully combines sentiment analysis, scientific community surveys, digital engagement and experience surveys. Staff was able to negotiate with ZenCity to include an unlimited amount of projects to prevent unanticipated additional costs over the course of this agreement, in addition to including the usage of a participatory budgeting module to better gather public input on future City budgets.

ZenCity effectively links with several software plantforms currently used by The City of Fargo, including Accela, Nextdoor, ESRI, CentralSquare, Tyler Technologies and CivicPlus. The City of Grand Forks is currently utilizing ZenCity within its Public Information Team for City communication efforts.

The following table details the pricing for the three-year partnership with ZenCity, beginning on October 17, 2023, and continuing through December 31, 2026.

<b>Year 1</b> (On-Site Training + Subscription)	10.17.2023 – 12.31.2024	\$ 39,943.56
<b>Year 2</b> (Reoccurring Subscription Cost)	01.01.2025 – 12.31.2025	\$ 29,957.67
<b>Year 3</b> (Reoccurring Subscription Cost)	01.01.2026 – 12.31.2026	\$ 29,957.67

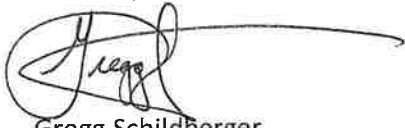
Funding for this project was approved/included within the 2023 Communication & Governmental Affairs Capital Budget.

The Finance Committee approved this purchase at its meeting on September 25, 2023. A Report of Action, Insight contract and proposal synapses with the applicable contract are attached for your clarification and consideration.

**Recommended Motion:**

Approve the recommendation to purchase a Community Engagement Software platform by ZenCity through Insight Public Sector for a three-year term (PBC23183).

Sincerely,

A handwritten signature in black ink, appearing to read "Gregg", with a long horizontal flourish extending to the right.

Gregg Schildberger  
Chief Communications Officer



REPORT OF ACTION

**FINANCE COMMITTEE**

**Location:** CommsGA

**Agenda Item:** PBC Request – ZenCity

**Date of Hearing:** September 25, 2023

**Presenter:** Gregg Schildberger

ZenCity is a community engagement software platform specifically tailored for local government.

This tool will be utilized across The City of Fargo organization for performance management, proactive governance interactions, community engagement on various topics, soliciting more voices in the public, virtual "town halls" and polling the community on issues. Funding for this software package was requested/approved in the 2023 City of Fargo Budget (CommsGA capital).

**MOTION:**

Mike Redlinger moved to approve a Piggyback Purchase for a Community Engagement Software Platform utilizing the InSight Contract #1510001365, 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>		
Brenda Derrig, Assistance City Administrator	<u>X</u>	<u>X</u>		
Susan Thompson, Finance Director				
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

Software VAR (2016 - 2022)

# Insight Public Sector



**Scope** **Download Model PA**

Insight Public Sector, Software VAR  
 Master Agreement #ADSP016-138244

Additional contract information is available on the [Overview](#) page of this contract portfolio.

## Contractor Contact

Molly Randol  
 molly.randol@insight.com  
 (480) 902-1086  
 www.ips.insight.com/naspocloud

Awarded	Expiration	Renewal Limit
05/27/2016	10/31/2023	10/31/2023

## Participating Addenda

### State Participating Addenda i

- Alabama
- Alaska
- Colorado
- Delaware
- Florida
- Hawaii
- Kansas
- Kentucky
- Louisiana
- Maryland
- Minnesota
- Mississippi
- Missouri
- Nebraska
- New Mexico
- North Dakota
- Oklahoma
- Tennessee
- Utah
- Washington
- Wisconsin
- Wyoming

## Documents/Details

Master Agreement Documents	+
Pricing Documents	+
Product Documents	+



INSIGHT PUBLIC SECTOR SLED  
 2701 E INSIGHT WAY  
 CHANDLER AZ 85286-1930  
 Tel: 800-467-4448

**SOLD-TO PARTY 10247812**

CITY OF FARGO  
 225 4TH ST N  
 FARGO ND 58102-4817

**SHIP-TO**

CITY OF FARGO  
 225 4TH ST N  
 FARGO ND 58102-4817

Quotation	
Quotation Number :	0226695686
Document Date :	22-SEP-2023
PO Number :	
PO release:	
Sales Rep :	Tonya Hollis
Email :	TONYA.HOLLIS@INSIGHT.COM
Telephone :	+19374159422
Sales Rep 2 :	Mark Steven Montanez
Email :	MARKSTEVEN.MONTANEZ@INSIGHT.COM
Telephone :	+632132834410

**We deliver according to the following terms:**

Payment Terms : Net 30 days  
 Ship Via : Insight Assigned Carrier/Ground  
 Terms of Delivery : FOB DESTINATION  
 Currency : USD

Quoted pricing valid until 10/17/2023

**\*\*MUST BE INCLUDED ON CLIENT PO\*\***

THIS IS A 3-YEAR ANNUAL COMMITMENT TO BE INVOICED PER THE SCHEDULE BELOW:

Year 1 (POP: Effective Date TBD - 12/31/2024) - Lines 1-3 - \$39,943.56 - Invoiced at issuance of Purchase Order  
 Year 2 (POP: 1/1/2025 - 12/31/2025) - Lines 4-5- \$29,957.67 - Invoiced on 1/1/2025  
 Year 3 (POP: 1/1/2026 - 12/31/2026) - Lines 6-7 - \$29,957.67 - Invoiced on 1/1/2026  
 Total Contract Commit: \$99,858.90

Material	Material Description	Quantity	Unit Price	Extended Price
ZC-ESS100-250	ZENCITY COMMUNITY ENGAGEMENT SAAS Coverage Dates: 17-OCT-2023 - 31-DEC-2024 STATE OF NORTH DAKOTA-NASPO VALUEPOINT SOFTWARE VAR(# ADSPO16-138244) Year 1  Community Engagement SaaS Platform for cities with up to 150,000 residents Processing organic feedback on various channels, including: - Unlimited full track of official sources and limited coverage of leading unofficial channels (80 unofficial sources) - Unlimited anomaly highlights, automated reports, digests and media mentions. - 10 projects and 2 Analysts insights	1	29,957.67	29,957.67
ZC-ONS	ZENCITY EXECUTIVE BRIEFINGS, PREMIUM ANALYSIS, TRAINING AND INTEGRATION OF PLATFORM INTO KEY PROCESSES STATE OF NORTH DAKOTA-NASPO VALUEPOINT SOFTWARE VAR(# ADSPO16-138244) Year 1  Executive briefings, premium analysis, training and integration of Zencity platform into key processes - Onsite Training	1	9,985.89	9,985.89



Material	Material Description	Quantity	Unit Price	Extended Price
<u>ZC-ENG100K-150K</u>	ZENCITY COMMUNITY ENGAGEMENT SHARE ESSENTIAL PROJECT CONTEXT AND RESIDENT COLLABORATION AND INPUT Coverage Dates: 17-OCT-2023 - 31-DEC-2024 STATE OF NORTH DAKOTA-NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244) Year 1  Community engagement interface to share essential project context and invite resident collaboration and input. - Addition of unlimited projects in the community engagement interface to share essential project context and invite resident collaboration d input. - Includes participatory budgeting public ideation boards	1	0.00	0.00
<u>ZC-ESS100-250</u>	ZENCITY COMMUNITY ENGAGEMENT SAAS Coverage Dates: 01-JAN-2025 - 31-DEC-2025 STATE OF NORTH DAKOTA-NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244) Year 2  Community Engagement SaaS Platform for cities with up to 150,000 residents Processing organic feedback on various channels, including: - Unlimited full track of official sources and limited coverage of leading unofficial channels (80 unofficial sources) - Unlimited anomaly highlights, automated reports, digests and media mentions. - 10 projects and 2 Analysts Insights	1	29,957.67	29,957.67
<u>ZC-ENG100K-150K</u>	ZENCITY COMMUNITY ENGAGEMENT SHARE ESSENTIAL PROJECT CONTEXT AND RESIDENT COLLABORATION AND INPUT Coverage Dates: 01-JAN-2025 - 31-DEC-2025 STATE OF NORTH DAKOTA-NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244) Year 2  Community engagement interface to share essential project context and invite resident collaboration and input. - Addition of unlimited projects in the community engagement interface to share essential project context and invite resident collaboration d input. - Includes participatory budgeting public ideation boards	1	0.00	0.00
<u>ZC-ESS100-250</u>	ZENCITY COMMUNITY ENGAGEMENT SAAS Coverage Dates: 01-JAN-2026 - 31-DEC-2026 STATE OF NORTH DAKOTA-NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244) Year 3  Community Engagement SaaS Platform for cities with up to 150,000 residents Processing organic feedback on various channels,	1	29,957.67	29,957.67



Material	Material Description	Quantity	Unit Price	Extended Price
ZC-ENG100K-150K	including: - Unlimited full track of official sources and limited coverage of leading unofficial channels (80 unofficial sources) - Unlimited anomaly highlights, automated reports, digests and media mentions. - 10 projects and 2 Analysts Insights  ZENCITY COMMUNITY ENGAGEMENT SHARE ESSENTIAL PROJECT CONTEXT AND RESIDENT COLLABORATION AND INPUT Coverage Dates: 01-JAN-2026 - 31-DEC-2026 STATE OF NORTH DAKOTA-NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244) Year 3  Community engagement interface to share essential project context and invite resident collaboration and input. - Addition of unlimited projects in the community engagement interface to share essential project context and invite resident collaboration d input. - Includes participatory budgeting public ideation boards	1	0.00	0.00

Product Subtotal	99,858.90
TAX	0.00
<b>Total</b>	<b>99,858.90</b>

**PURCHASE ORDER REQUIREMENTS:**

Quote Number:226695686

Purchase Order Number: \_\_\_\_\_

Authorized by/Title: \_\_\_\_\_ (please print)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Additional signature, where required

Authorized by/Title: \_\_\_\_\_ (please print)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Tonya Hollis  
 +19374159422  
 TONYA.HOLLIS@INSIGHT.COM

---

Mark Steven Montanez  
+632132834410  
MARKSTEVEN.MONTANEZ@INSIGHT.COM

Initial Term:  
36 months, commencing on the Effective Date.  
Option to renew at the same price for 2 additional years after the Initial Term.

Purchase Includes:

Community Engagement SaaS Platform for cities with up to 150,000 residents  
Processing organic feedback on various channels, including:  
- Unlimited full track of official sources and limited coverage of leading unofficial channels (80 unofficial sources)  
- Unlimited anomaly highlights, automated reports, digests and media mentions.  
- 10 projects and 2 Analysts Insights

One recurring, online community survey measuring resident satisfaction:  
- One citywide/countywide sampling area (no geographic breakdown) with large annual samples  
- One full summary report within the first 3-6 months and unlimited ongoing midterm reports  
- Always-on dashboard, including responses, feed, and performance scores  
- Unlimited translations of questions and responses  
- Up to 3 add-on questions - closed ended only

Community engagement collaboration and input interface:  
- One Engage domain with 3 active engagement projects  
- All basic engagement templates with automatic translation to 29 languages  
- Community Asks - simple templated polling with selected language translations

Experience survey questionnaire designed to immediately collect feedback on non-emergency services provided by the city

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.  
<https://www.insight.com/terms-and-policies>



## MEMORANDUM

**Date:** October 12, 2023

**To:** Board of City Commissioners

**From:** Brady Scribner, City of Fargo Emergency Manager

**Re:** Acceptance of additional NDDDES FY 2022 grant funds with Fire Department budget adjustment

---

### Situation:

Additional grant funds have recently been awarded to the Fire Department - Emergency Management position for a recurring and expected grant.

### Background:

The City of Fargo Emergency Management position has received grant funding in various forms and amounts since 2003. The bulk of these funds have been received as pass-through funds from Cass County as the subapplicant to grants from the North Dakota Department of Emergency Services (NDDDES) with the primary grant being the Emergency Management Performance Grant (EMPG). The pass-through funds have been expected annually with grant revenue and related payroll expenditures routinely programmed into the annual budget and tracked with project code FI043. This grant requires a 50/50 cost share of local funds.

Additional funds were made available to the City of Fargo from the fiscal year 2022 EMPG to be used for equipment purchases for the Emergency Operations Center (EOC).

- CFDA: 97.042
- Federal Award Identification Number: EMD-2022-EP-00005-S01

### Assessment:

These grant funds provided a unique opportunity to purchase equipment that would update existing technology and secure assets currently in the EOC. This was a rare and unexpected opportunity to receive 50% reimbursement for these purchases and is not anticipated to occur in the future. These purchases were not budgeted for in the 2023 budget.

### Recommended Motion:

1. Accept and approve the awarded grant funding amount of \$4,647.46.
2. Approve Fire Department budget adjustment in the amount of \$9,295 for line item 101 4010 412 38-40

Attachments: Letter – Cass County Finance Office  
Reimbursement Request #4



September 6, 2023

Cass County Finance Office  
211 9 Street S  
Fargo, ND 58103

Auditor:

Please reimburse the City of Fargo for their Emergency Manager's wages and benefits for the second quarter (Apr-Jun) of 2023 in the amount of \$14,615.72 and Emergency Operations Center equipment in the amount of \$4,647.46.

Sincerely,

Jim Prochniak  
JP/aj

GL: 101-3701-427.10-25



# Project #37: Reimbursement Request #4

Routing Complete



## Reimbursement Request Details

This requests funding from NDDDES on a given project. Please attach copies of invoices, receipts, checks or payroll documents to support the requested amount for reimbursement.

**Expense Count:** 19

**Total** \$90,458.21

**Requested:**

**Total Eligible:** \$90,458.21

- \$45,229.10 Federal ( 50.0%)
- \$0.00 State ( 0.0%)
- \$45,229.11 Local ( 50.0%)

Please note that this breakdown is an estimate and the actual values may differ upon Payment.

**Total Eligible** \$0.00

**Later:**

**Total Ineligible:** \$0.00

**Associated** Payable #4  
**Payments:** Currently in step 6) Complete [Paid in 6 days]

## Grant

### FY 2022 Emergency Management Performance Grant

Emergency Management Performance Grant

Start Date: July 1, 2022

End Date: June 30, 2023

CFDA Number: 97.042

## Applicant

### Cass (County)

Cass County

UEI: JRNDKLLS2949

FIPS: 017-99017-00

FEIN #: 45-6002205

Vendor # (Applicant): 737

DUNS #: 054785266 Type:

County

Physical/Mailing: 211 9th St S

PO BOX 2806

West Fargo, ND, 58108-2806

## Workflow Summary

**Current Step:** 4) Complete  
Description: create payment

**Recipients:** Annette Sabot

**Last Advanced:** Aug 22, 2023 at 4:18 PM by  
Debbie LaCombe

## Project

### F # S #37

Cass County - EMPG

GEN General EMPG

Project POP Deadline: June 30, 2023

Eligible: \$326,940.00

Un-Expended Eligible:

\$38,323.41

**Submission:** Jul 25, 2023 at 2:54 PM by  
Amanda Johnson

19 results

▼ #	Type	Contractor	Reference #	Amount	Amount Eligible	Adjusted Amount
34	Salary & Benefits					
35	Salary & Benefits					
36	Salary & Benefits					
37	Salary & Benefits					
38	Salary & Benefits					
39	Salary & Benefits					
40	Salary & Benefits					
41	Salary & Benefits					
42	Salary & Benefits					
43	Salary & Benefits					
44	Salary & Benefits					
45	Salary & Benefits					
46	Equipment	Amazon.com	113-2370086-5314644	\$1,230.00	\$1,230.00	\$0.00
47	Equipment	Best Buy	00130309959	\$1,799.99	\$1,799.99	\$0.00
48	Equipment	Best Buy	00130309958	\$1,799.99	\$1,799.99	\$0.00
49	Equipment	Best Buy	00130475801	\$149.99	\$149.99	\$0.00
50	Equipment	Best Buy	00130309960	\$1,799.99	\$1,799.99	\$0.00
51	Equipment	Amazon.com	113-8151755-8708208	\$1,351.96	\$1,351.96	\$0.00
52	Equipment	Corporate Technologies	94824	\$1,163.00	\$1,163.00	\$0.00
				\$90,458.21	\$90,458.21	\$0.00

Notes & Comments

There are currently no notes.

**Be the first to add one**

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Project No. FM-22-C0 (6228)

Type: Amendment #4

Location: Storm Sewer Lift Stations #55 & #56

Date of Hearing: 10/9/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/16/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to Amendment #4 in the amount of \$84,000.00 for additional work.

Staff is recommending approval of Amendment #4 in the amount of \$84,000.00, bringing the total contract amount to \$1,036,914.00.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Amendment #4 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #4 in the amount of \$84,000.00, bringing the total contract amount to \$1,036,914.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)


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

COMMITTEE

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

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Jody Bertrand  
Division Engineer

**Date:** October 9, 2023

**Subject:** Contract Amendment #4  
Storm Sewer Lift Stations #55 & #56 Reconstruction – Project #FM-22-C0 (6228)

---

### Background

Design, construction inspection and contract administration of the above mentioned project has been nearly completed, with punch list items and project as-builts remaining to be completed. During the design of the project, Houston Engineering was required to spend additional time during the winter months for some design element changes and additional inspection hours were accumulated during the two construction seasons. Through the original RFP, the estimated construction weeks and hours per week have exceeded the base line hours used for the consultant selection purposes. The weekly hours were based on 40 hours/week required for inspection services but actual construction oversight exceeded those hours and were more typically around 50 hours/week. The additional design and inspection hours over the project duration were approximately 550 hours.

In addition to the extra time spent on the design and inspection of the project, it is also necessary to increase Houston's construction materials testing costs. This is necessary since the contractor's schedule of concrete placement occurrences exceeded the assumed testing which would be required. An engineering services agreement is provided by Houston Engineering and is attached for your review.

The following are the items for Contract Amendment #4, which are being requested:

- 1.) Consultant work hours estimated through the RFP were exceeded during the 2-year construction period.
- 2.) Additional geotechnical/testing services required for concrete work due to contractor means and methods exceeding estimated placement frequencies.

### Recommended Motion:

Approval of Contract Amendment #4 for FM-22-C0 (6228), the Storm Sewer Lift Stations #55 & #56 Reconstruction, in the amount of \$84,000.00 to Houston Engineering for consulting services.

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



ENGINEERING SERVICES AGREEMENT

AMENDMENT NO. 4

**Project:** City of Fargo Project No. (FM-22-C1)  
Formerly City of Fargo Project No. 6228 (FM-14-71)  
Drain 27 Flood Risk Management Project  
(Interstate 29 to 42<sup>nd</sup> Street South)  
HE Project No. 6059-0062

**Client:** City of Fargo Engineering  
225 4<sup>th</sup> St N  
Fargo, ND 58102  
Phone (701) 241-1545

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

**Description of Work:** This contract amendment addresses additional construction services provided.

Prior to bidding and construction, the City and HEI projected a Contractor work schedule for construction. HEI's estimated RPR budget was based on this projection. Due primarily to greater than expected average Contractor work hours, and more construction occurring during winter months than expected, actual RPR hours exceeded estimated RPR hours by approximately 550 hours.

Additionally, due to the Contractor's actual schedule deviating from the projected schedule, and concrete work being separated into more pours than anticipated, the cost for construction materials testing exceeded the estimate.

**Basis of Proposal**

This amendment only covers the services as described above. Specifically, the amendment includes Services will continue to be provided on an hourly basis as per the original contract. This additional fee is estimated to cover the costs as described in the previous paragraph, with additional amendments required for additional work outside of these extents.

Bismarck	701.323.0200	701.323.0300	Minot	701.852.7931	701.858.5655
Maple Grove	763.493.4522	763.493.5572	Thief River Falls	218.681.2951	218.681.2987



Page 2

**Fee:**

The total fee to complete the above-described tasks is **\$84,000**. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Additional work required beyond the scope listed above will be billed at our current hourly rates. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

**Conditions:** Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal: Houston Engineering, Inc.

Signature: *Jerry Burt*

Title: Vice President

Date: 9/25/2023



16

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. TN-22-B1 Type: Negative Final Balancing Change Order #4

Location: Veterans Boulevard & 37<sup>th</sup> Avenue South Date of Hearing: 10/9/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/16/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Jacob Rick</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jacob Rick, regarding Negative Final Balancing Change Order #4 in the amount of \$-12,328.45, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #4 in the amount of \$-12,328.45, bringing the total contract amount to \$705,919.59.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #4 to Strata Corporation.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #4 in the amount of \$-12,328.45, bringing the total contract amount to \$705,919.59 to Strata Corporation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & City of West Fargo

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

COMMITTEE

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

ATTEST:

  
 Tom Knakmuhs, P.E.  
 City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jacob Rick, Project Manager  
**Date:** October 02, 2023  
**Re:** Project No. TN-22-B1 – Negative Final Balancing Change Order #4

---

**Background:**

Project No. TN-22-B1 was designed to install traffic signals at the intersection on Veterans and 37<sup>th</sup> Avenue South. This Project was in cooperation with the City of West Fargo and the costs are shared.

All work has been completed by Strata Corporation and accepted by the Cities of Fargo and West Fargo.

Original Contract Amount:	\$ 685,512.50
Previously Approved Change Orders:	\$ <u>32,735.54</u>
Total Approved Contract:	\$ 718,248.04
Final Contract Amount:	\$ 705,919.59
Negative FBCO Amount due:	\$ -12,328.45

Attached is the Negative Final Balancing Change Order #4 in the amount of \$-12,328.45 to the final contract amount.

**Recommended Motion:**

Approve Negative Final Balancing Change Order in the amount of \$-12,328.45 for Project No TN-22-B1.

JJR/klb  
Attachment



**CHANGE ORDER REPORT**  
**TRAFFIC SIGNAL IMPROVEMENTS**  
**PROJECT NO. TN-22-B1**  
**VETERANS BLVD AND 37TH AVE S**

Final Balancing  
Change Order

Change Order No 4      Change Order Date 9/28/2023  
 Contractor Strata Corporation

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**

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 (\$)
Traffic Signals	12	F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	1		1	7	8	\$650.00	\$4,550.00
	23	F&I Conduit 1.5" Dia	LF	67		67	3	70	\$7.00	\$21.00
	24	F&I Conduit 2" Dia	LF	87		87	9	96	\$12.00	\$108.00
								<b>Traffic Signals Sub Total</b>	<b>\$4,679.00</b>	
Paving	31	Remove Sidewalk 4" Thick Conc	SY	164		164	-91.8	72.2	\$32.00	-\$2,937.60
	32	Remove Sidewalk 6" Thick Conc	SY	119		119	-3.5	115.5	\$34.00	-\$119.00
	33	Rem & Repl Pavement 10" Thick Doweled Conc	SY	219.5	124.7	419	-74.8	344.2	\$230.00	-\$17,204.00
	34	Remove Pavement All Thicknesses All Types	SY	702		702	-95.3	606.7	\$42.00	-\$4,002.60
	36	F&I Sidewalk 4" Thick Reinf Conc	SY	71		71	1.2	72.2	\$100.00	\$120.00
	37	F&I Sidewalk 6" Thick Reinf Conc	SY	119		119	-3.5	115.5	\$125.00	-\$437.50
	38	F&I Det Warn Panels Cast Iron	SF	118		118	28	146	\$57.00	\$1,596.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	39	F&I Impressed 6" Thick Reinf Conc	SY	200		200	-34.5	165.5	\$155.00	-\$5,347.50
	40	F&I Curb & Gutter Standard (Type II)	LF	602		602	48.7	650.7	\$65.00	\$3,165.50
	41	F&I Median Nose Conc	SY	6		6	-1.8	4.2	\$220.00	-\$396.00
								<b>Paving Sub Total</b>		<b>-\$25,562.70</b>
Pavement Marking	42	Obliterate Pavement Markings	SF	100		100	82	182	\$7.70	\$631.40
	43	F&I Grooved Plastic Film 8" Wide	LF	840		840	76	916	\$15.00	\$1,140.00
	44	F&I Grooved Plastic Film 16" Wide	LF	154		154	9	163	\$28.00	\$252.00
	45	F&I Grooved Plastic Film 24" Wide	LF	506		506	18	524	\$45.00	\$810.00
	46	F&I Contrast Tape Messages	SF	74		74	-10	64	\$55.00	-\$550.00
								<b>Pavement Marking Sub Total</b>		<b>\$2,283.40</b>
Street Lights	47	F&I Conductor #6 USE Cu	LF	200		200	64	264	\$5.00	\$320.00
	48	F&I Innerduct 2" Dia	LF	100		100	-22	78	\$12.00	-\$264.00
								<b>Street Lights Sub Total</b>		<b>\$56.00</b>
Miscellaneous	50	Mulching Type 1 Hydro	SY	40		40	65.2	105.2	\$50.00	\$3,260.00
	51	Seeding Type C	SY	40		40	65.2	105.2	\$50.00	\$3,260.00
	54	Temp Fence - Safety	LF	90		90	-39.5	50.5	\$7.70	-\$304.15
								<b>Miscellaneous Sub Total</b>		<b>\$6,215.85</b>

**Summary.**

**Source Of Funding**

**Net Amount Change Order # 4 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

Fargo Sales Tax, West Fargo Funds

-\$12,328.45

\$32,735.54

\$685,512.50

\$705,919.59

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

**APPROVED**

**For Contractor**

**Title**

Strata Corporation

*Fric Simuk*

Project Manager - Construction Division

September 29, 2023

**APPROVED DATE**

**Department Head**

**Mayor**

**Attest**



COVER SHEET  
CITY OF FARGO PROJECTS

17

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:

BRIDGE REPLACEMENT/REHAB

Project No. QR-24-A1

Call For Bids October 16, 2023

Advertise Dates October 25, November 1 & 8, 2023

Bid Opening Date November 17 (NDDOT), 2023

Substantial Completion Date September 27, 2024

Final Completion Date October 25, 2024

N/A PWPEC Report (Attach Copy) (**Part of the 2024 C.I.P.**)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (**To be Bid by NDDOT**)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Eric Hodgson

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
BRIDGE REPLACEMENT/REHAB  
PROJECT NO. QR-24-A1

**Nature & Scope**

The City of Fargo in cooperation with the North Dakota Department of Transportation, and Federal Highway Administration are proposing rehabilitating the 42<sup>nd</sup> Street Bridge over I-94.

**Purpose**

This project is needed to maintain and repair items identified during the most recent inspection of the bridge. The performed maintenance and repairs will increase the service years of the bridge and provide for continued safe use.

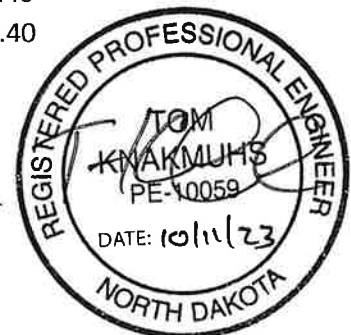
**Feasibility**

The estimated cost of construction is \$ 603,171.50. The project will be funded by Federal, State, and Infrastructure Sales Tax Funds. The cost breakdown is as follows:

<u>Construction Cost</u>	\$	603,171.50
<u>Amount Federally Funded</u>	\$	488,146.70
<u>Amount State Funded</u>	\$	52,481.40
<u>Amount Locally Funded</u>	\$	62,543.40
Plus 4% Administration Fee:	\$	2,502.00
Plus 4% Interest Fee:	\$	2,502.00
Plus 3% Legal/Miscellaneous Fee:	\$	1,876.00
Plus 10% Contingency:	\$	6,254.00
<b>Total Estimated Construction Cost:</b>	<b>\$</b>	<b>75,677.40</b>
 <u>Miscellaneous Costs</u>		
Outside Design Engineering:	\$	70,242.00
Outside Construction Engineering (Estimated 12%):	\$	72,381.00
<b>Total Estimated Local Project Cost:</b>	<b>\$</b>	<b>218,300.40</b>
 <u>Project Funding Summary</u>		
Federal Funds	64.32%	\$ 488,146.70
State Funds	6.92%	\$ 52,481.40
Infrastructure Sales Tax	28.76%	\$ 218,300.40

We believe this project to be cost effective.

  
Thomas Knakmuhs, P.E.  
City Engineer



COVER SHEET  
CITY OF FARGO PROJECTS

18

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 LIGHTING

Project No. SL-23-B1

Call For Bids October 16, 2023

Advertise Dates October 25, November 1 & 8, 2023

Bid Opening Date November 17 (NDDOT), 2023

Substantial Completion Date October 30, 2024

Final Completion Date November 30, 2024

N/A PWPEC Report (Attach Copy) (**Part of the 2023 C.I.P.**)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (**To be Bid by NDDOT**)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Eric Hodgson

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT

STREET LIGHTING

PROJECT NO. SL-23-B1

**Nature & Scope**

The City of Fargo in cooperation with the North Dakota Department of Transportation, and Federal Highway Administration, swapping out existing luminaires in street lighting with LEDs as part of a carbon reduction program that will also save the City money in electrical bills.

**Purpose**

This project is necessary to reduce Fargo's carbon footprint and reduce electrical costs.

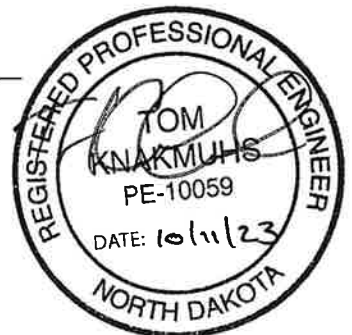
**Feasibility**

The estimated cost of construction is \$ 1,222,075.00. The project will be funded by Federal, and Streetlight/Traffic Utility Funds. The cost breakdown is as follows:

<u>Construction Cost</u>	\$	1,222,075.00
<u>Amount Federally Funded</u>	\$	937,883.00
<u>Amount Locally Funded</u>	\$	284,192.00
Plus 4% Administration Fee:	\$	11,368.00
Plus 4% Interest Fee:	\$	11,368.00
Plus 3% Legal/Miscellaneous Fee:	\$	8,526.00
Plus 10% Contingency:	\$	28,419.00
<b>Total Estimated Construction Cost:</b>	<b>\$</b>	<b>343,873.00</b>
<u>Miscellaneous Costs</u>		
Plus Land/Easements/ROW Fee:	\$	0.00
Outside Design Engineering:	\$	58,239.00
<b>Total Estimated Local Project Cost:</b>	<b>\$</b>	<b>402,112.00</b>
<u>Project Funding Summary</u>		
Federal Carbon Reduction Program	69.99%	\$ 937,883.00
Streetlight/Traffic Utility Funds	30.01%	\$ 402,112.00

We believe this project to be cost effective.

  
 \_\_\_\_\_  
 Thomas Knakmuhs, P.E.  
 City Engineer



COVER SHEET  
CITY OF FARGO PROJECTS

(99)

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:

SIDEWALK & SHARED USE PATH CONSTRUCTION

Project No. SN-23-B1

Call For Bids	<u>October 16</u>	, <u>2023</u>
Advertise Dates	<u>October 25, November 1 &amp; 8</u>	, <u>2023</u>
Bid Opening Date	<u>November 17 (NDDOT)</u>	, <u>2023</u>
Substantial Completion Date	<u>September 13</u>	, <u>2024</u>
Final Completion Date	<u>October 11</u>	, <u>2024</u>
<u>N/A</u>	PWPEC Report (Attach Copy) <b>(Part of the 2024 C.I.P.)</b>	
<u>X</u>	Engineer's Report (Attach Copy)	
<u>N/A</u>	Direct City Auditor to Advertise for Bids <b>(To be Bid by NDDOT)</b>	
<u>N/A</u>	Bid Quantities (Attach Copy for Auditor's Office Only)	
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)	

Project Engineer Eric Hodgson

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  
 SIDEWALK & SHARED USE PATH CONSTRUCTION  
 PROJECT NO. SN-23-B1

**Nature & Scope**

The City of Fargo in cooperation with the North Dakota Department of Transportation, Federal Highway Administration, and Fargo Park District is proposing an off-road shared used path improvement that would connect Harwood Drive to 40<sup>th</sup> Avenue South.

This project is the first of 2 projects needed to connect those two locations. The project will consist of concrete sidewalk and curb ramps.

**Purpose**

This project is necessary because it expands the City's pedestrian infrastructure needed to maintain proper movement patterns for the residents of Fargo.

The City of Fargo, the Fargo Park District, and Metro COG have planned for an extensive off-street system of shared use paths necessary to expand the City's pedestrian infrastructure. This project is one that has been identified by all parties to move forward.

**Feasibility**

The estimated cost of construction is \$ 374,253.25. The project will be funded by Federal, Fargo Park District, and Infrastructure Sales Tax Funds. The cost breakdown is as follows:

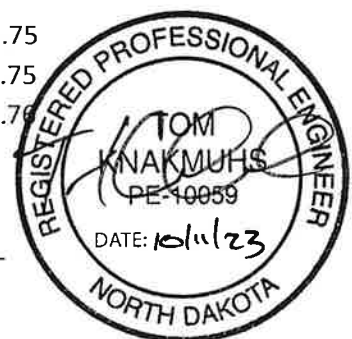
<u>Construction Cost</u>	\$	374,253.25
<u>Amount Federally Funded</u>	\$	278,812.75
 <u>Amount Locally Funded</u>	 \$	 95,440.50
Plus 4% Administration Fee:	\$	3,817.62
Plus 4% Interest Fee:	\$	3,817.62
Plus 3% Legal/Miscellaneous Fee:	\$	2,863.22
Plus 10% Contingency:	\$	9,544.05
<b>Total Estimated Construction Cost:</b>	<b>\$</b>	<b>115,483.01</b>

<u>Miscellaneous Costs</u>		
Plus Land/Easements/ROW Fee:	\$	1,302.00
Outside Design Engineering (Estimated):	\$	58,008.50
<b>Total Estimated Local Project Cost:</b>	<b>\$</b>	<b>174,793.51</b>

<u>Project Funding Summary</u>			
Federal TAP Funds	61.46%	\$	278,812.75
Fargo Park District	19.27%	\$	87,396.75
Infrastructure Sales Tax	19.27%	\$	87,396.75

We believe this project to be cost effective.

  
 \_\_\_\_\_  
 Thomas Knakmuhs, P.E.  
 City Engineer



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-22-M1

Type: Final Balancing Change Order #2

Location: Rocking Horse Farm 6th Addition

Date of Hearing: 10/9/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/16/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding Final Balancing Change Order #2 in the amount of \$2,983.23, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$2,983.23, bringing the total contract amount to \$1,500,522.57.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #2 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Final Balancing Change Order #2 in the amount of \$2,983.23, bringing the total contract amount to \$1,500,522.57 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Satterlund, Project Manager  
**Date:** September 29, 2023  
**Re:** Improvement District No. PN-22-M1–Final Balancing Change Order No. 2

---

**Background:**

Improvement District No. PN-22-M1 is New Paving Construction for Rocking Horse Farm 6<sup>th</sup> Addition located on 59<sup>th</sup> Street South, 51<sup>st</sup> Avenue South, and Rocking Horse Road South.

Dakota Underground is the Prime Contractor on this project.

Attached is Final Balancing Change Order #2 in the amount of \$2,983.23. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO #2 reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 1,442,127.52
Change Order #1	\$ 55,411.82
Change Order #2 (FBCO)	\$ <u>2,983.23</u>
Total Contract:	\$ 1,500,522.57

**Recommendation Motion:**

Approve Final Balancing Change Order #2 in the amount of \$2,983.23 for Improvement District No. PN-22-M1.

JTS/jmg  
Attachment



**CHANGE ORDER REPORT**  
**NEW PAVING CONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. PN-22-M1**  
**ROCKING HORSE FARM 6TH ADDITION**

Final Balancing  
Change Order

**Change Order No** 2      **Change Order Date** 9/26/2023  
**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 # 2  
 Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr		Tot		C/O Ext Price (\$)
							C/O Qty	Cont Qty	Cont Qty	Price (\$)	
Paving	5	Remove Curb & Gutter	LF	140			10	150	150	\$12.00	\$120.00
	7	Remove Pavement 9" Thick Asph	SY	60.000000000000001			24.9	84.9	84.9	\$20.00	\$498.00
	8	Remove Sidewalk All Thicknesses All Types	SY	106			17.2	123.2	123.2	\$15.00	\$258.00
	16	F&I Curb & Gutter Standard (Type II)	LF	3880			49	3929	3929	\$28.50	\$1,396.50
	17	F&I Pavement 10" Thick Doweled Conc	SY	6320			17.2	6337.2	6337.2	\$92.50	\$1,591.00
	18	F&I Shared Use Path 5" Thick Reinf Conc	SY	1320			50.1	1370.1	1370.1	\$62.00	\$3,106.20
	19	F&I Shared Use Path 6" Thick Reinf Conc	SY	56			-7.1	48.9	48.9	\$77.00	-\$546.70
	20	F&I Impressed 8" Thick Reinf Conc	SY	12			-2.7	9.3	9.3	\$140.00	-\$378.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	21	F&I Driveway 7" Thick Reinf Conc	SY	280		280	-10.6	269.4	\$81.00	-\$858.60
	22	F&I Det Warn Panels Cast Iron	SF	76		76	28	104	\$61.00	\$1,708.00
	23	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	636		636	-39.73	596.27	\$114.00	-\$4,529.22
	30	Seeding Type B	SY	8700		8700	-6868	1832	\$0.40	-\$2,747.20
	31	Seeding Type C	SY	15000		15000	7031	22031	\$0.40	\$2,812.40
	32	Mulching Type 1 Hydro	SY	23700		23700	-1387	22313	\$0.50	-\$693.50
								<b>Paving Sub Total</b>		<b>\$1,736.88</b>
Signing	35	F&I Diamond Grade Cubed	SF	53.2	47.5	47.5	9.6	57.1	\$23.00	\$220.80
	36	F&I High Intensity Prismatic	SF	35.25	39.5	39.5	2.25	41.75	\$19.00	\$42.75
								<b>Signing Sub Total</b>		<b>\$263.55</b>
Street Lights	38	F&I Conductor #6 USE Cu	LF	5925		5925	153	6078	\$2.10	\$321.30
	39	F&I Innerduct 1.5" Dia	LF	2068		2068	126	2194	\$5.25	\$661.50
								<b>Street Lights Sub Total</b>		<b>\$982.80</b>

Summary.

Source Of Funding	Special Assessment
Net Amount Change Order # 2 (\$)	\$2,983.23
Previous Change Orders (\$)	\$55,411.82
Original Contract Amount (\$)	\$1,442,127.52
Total Contract Amount (\$)	\$1,500,522.57

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

APPROVED 9/27/2023  
 For Contractor *Bob Johnson*  
 Title Project Manager

APPROVED DATE  
 Department Head  
 Mayor  
 Attest

*T. Cole*



REPORT OF ACTION

21

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-23-E1 Type: Time Extension (CO #1)

Location: 73rd Ave. S. from 14th St. S. to University Dr. Date of Hearing: 10/9/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/16/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Tyler Jacobs</u>

The Committee reviewed the accompanying correspondence from Project Manager, Tyler Jacobs, related to a time extension (CO #1), which will extend the Final Completion Date from October 30, 2023 to January 15, 2024.

Staff is recommending approval of the time extension (CO #1) as described above.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of the time extension (CO #1) to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #1) to the Final Completion Date from October 30, 2023 to January 15, 2024 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

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

Ryan Erickson

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Tyler Jacobs, Engineer Tech III  
**Date:** September 29, 2023  
**Re:** Improvement District No. PN-23-E1 – Change Order #1 (Time Extension)

---

## **Background:**

Improvement District No. PN-23-E1 is for the new construction of underground utilities, asphalt pavement, and street lights on 73<sup>rd</sup> Avenue South.

Dirt Dynamics is the Prime Contractor for this Improvement District.

## **Street Light Pole Delay from Manufacturer:**

Dirt Dynamics has been informed by their supplier that the street light poles for the project will not be delivered until after the final completion date has passed. Submittals for the poles were approved by the City on July 26, 2023 and were then sent from Dirt Dynamics (or subcontractor) to the supplier on July 27, 2023. The supplier has given Dirt Dynamics a shipping date of December 1, 2023. Dirt Dynamics has requested a time extension be added to the Final Completion Date to accommodate for this delay.

Engineering is recommending that the installation of the street light poles be removed from the Substantial Completion Date and be included in the Final Completion Date. Based on the estimated delivery date, the Final Completion Date for the installation of the street light poles will be January 15, 2024.

## **Recommended Motion:**

Approve the described Time Extension (Change Order #1) and adjust the Final Completion Date from October 30, 2023 to January 15, 2024.

Attachment

C: Jason Leonard



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

**Change Order No** 1      **Change Order Date** 9/25/2023  
**Contractor** Dirt Dynamics

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

**EXPLANATION OF CHANGE**      Change Order # 1

The contractor (Dirt Dynamics) has submitted a time extension for the Street Lighting poles because of supply issues. The subcontractor (Fargo Electric) has an expected delivery date of the poles for 12/01/2023 and we would like to give the contractor till 1/15/2024 to install.

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 (\$)	Sub Total
											\$0.00

**Summary**

<b>Source Of Funding</b>	Special Assessment/Sales Tax Funds - Infrastructure - 420
<b>Net Amount Change Order # 1 (\$)</b>	\$0.00
<b>Previous Change Orders (\$)</b>	\$0.00
<b>Original Contract Amount (\$)</b>	\$449,940.06
<b>Total Contract Amount (\$)</b>	\$449,940.06

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

**CONTRACT DATES**

<b>Current Substantial Completion Date</b>	9/30/2023	<b>Current Final Completion Date</b>	10/30/2023
<b>Additional Days Substantial Completion</b>	0	<b>Additional Days Final Completion</b>	77
<b>New Substantial Completion Date</b>	9/30/2023	<b>New Final Completion Date</b>	1/15/2024

**Interim Completion Dates**

APPROVED

For Contractor

Title

*Wade H*  
*estimator*

APPROVED DATE

Department Head

Mayor

Attest

*T-Cell*

92

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-C1

Type: Change Order #4

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

Date of Hearing: 10/9/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/16/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Change Order #4 in the amount of \$19,017.73 for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$19,017.73, bringing the total contract amount to \$18,766,976.32.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #4 in the amount of \$19,017.73, bringing the total contract amount to \$18,766,976.32 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW & Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer  
**Date:** October 4, 2023  
**Re:** Improvement District No. BN-22-C1 – Change Order #4

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## **Background:**

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

In this development, we have ABF Freight constructing their facility on the adjacent lots at the intersection of 43<sup>rd</sup> Street North and 30<sup>th</sup> Avenue North. ABF requested, and the COF's Contractor agreed, to install a 4-inch and 6-inch water service into this lot. All cost to complete the installation of the two water services is \$19,017.73.

All cost associated with Change Order #4 will be special assessed directly to the benefiting properties.

## **Recommended Motion:**

Approve Change Order #4 in the amount of \$19,017.73 for Improvement District No. BN-22-C1.

JTL/kib  
Attachment



**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 & 42NS 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** 4      **Change Order Date** 10/4/2023  
**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 # 4

In this development we have ABF Freight constructing their facility on the adjacent lots at the intersection of 43rd Street N and 30th Avenue N. They requested and the COF's contractor agreed install two water services into this lot. All costs associated with this change order will be special assessed to this parcel.

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 (\$)
Water Main	56	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	120		120	86	206	\$60.00	\$5,160.00
	58	F&I Gate Valve 4" Dia	EA	3		3	1	4	\$1,900.00	\$1,900.00
	62	F&I Fittings C153 Ductile Iron	LB	12464.43	0	12770	407.43	13177.43	\$11.00	\$4,481.73
	68	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	150		150	86	236	\$66.00	\$5,676.00
	71	F&I Gate Valve 6" Dia	EA	35		35	1	36	\$1,800.00	\$1,800.00
<b>Water Main Sub Total</b>										<b>\$19,017.73</b>



Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$19,017.73

\$169,414.00

\$18,578,544.59

\$18,766,976.32

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

APPROVED   
For Contractor *Dakota Underberg*  
Title *Project Manager*

APPROVED DATE *T-Cell*  
Department Head  
Mayor  
Attest

6/5/2023

BN 22-C1 Description Water Service Bore

Employee	Rate	Hours	Amount	Equipment	Rate	Hours	Amount
Adam Haskins	\$78.75	8	\$630.00	323 Excavator	\$141.19	3	\$423.57
Jarrett Scott	\$65.25	8	\$522.00	966 Loader	\$119.65	2	\$239.30
Brett Kleindl	\$54.00	8	\$432.00	D6 Dozer	\$204.35	2	\$408.70
Braden Lenoue	\$51.75	8	\$414.00				
Matt Johnson	\$69.75	2	\$139.50				
Jack Wieben	\$58.50	2	\$117.00				
		subtotal	\$2,254.50			Total Equipment	\$1,071.57
+ 25% profit & overhead			\$563.63				\$2,818.13
		<u>Total Labor</u>					

Material/Subs	Cost	Qty	Amount
- DSG Invoice	\$9,352.39	1	\$9,352.39
- KW Boring	\$2,750.00	1	\$2,750.00
-			
-			
-			
-			
-			
-			
-			
		subtotal	\$12,102.39
		+ 25% profit & overhead	\$3,025.60
		Total Material	\$15,127.99
		<u>Total</u>	<u>\$19,017.68</u>

change order # 4

# INVOICE

INVOICE DATE		INVOICE NUMBER	
05/26/2023		S102768625.001	
ORDERED BY	Ben	PAGE NO.	
REMIT TO:		1 of 2	
DAKOTA SUPPLY GROUP			
PO BOX 74007497			
CHICAGO IL 60674-7497			
<b>TO VIEW AND PAY ONLINE GO TO:</b>			
<a href="http://dsupply.com">http://dsupply.com</a>			

SHIP TO:

DAKOTA UNDERGRND J: BN-22-C1  
 43RD ST & 28TH AVE N  
 FARGO ND 58104


1056069024 S2 P9706132 0003:0012  
  
 UNDERGROUND  
 AVE N  
 ND 58102-2832

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NUMBER / RELEASE NUMBER		SALESPERSON	
74357		BN-22-C1				*House Accounts	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Riley Hovland		CITY TRUCK		Net 25th Prx		05/26/2023	05/25/2023
DER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE
1ea	1ea	16"X 6" SS FLG TAPPING SLEEVE 17.40-17.80 (PS 3480AS) Pn: 24675				1,775.000/E	1,775.00
1ea	1ea	18"X 4" SS:FLG TAPPING SLEEVE 17.40-17.80 (PS 3480AS) Pn: 24672				1,630.000/E	1,630.00
1ea	1ea	6" MJXFLG RW GATE VALVE NDZ-STEM OL 2NT (AFC) Pn: 24800				1,350.000/E	1,350.00
1ea	1ea	4" C509 MJXFLG RW GATE VALVE OL 2NT (MUELLER) Pn: 363468				925.000/E	925.00
1ea	1ea	6" MJ EBAA MEGALUG PVC DOMESTIC Pn: 48171				50.373/E	50.37
1ea	1ea	6" MJ PLAIN RUBBER GASKET Pn: 36243				8.972/E	8.97
1ea	1ea	PCCOA 6FLSSPK 6" FLNG 304 SS B&N PK HAS 8- 34312SSBT & 8- 34SSNT Pn: 68505				36.956/E	36.96
1ea	1ea	4" MJ EBAA MEGALUG PVC DOMESTIC Pn: 48164				41.562/E	41.56
1ea	1ea	4" MJ PLAIN RUBBER GASKET Pn: 36234				8.972/E	8.97
1ea	1ea	PCCOA 4FLSSPK 4" FLNG 304 SS B&N PK HAS 8- 583SSBT & 8- 58SSNT Pn: 68502				18.449/E	18.45
80ft	80ft	6"X20" DR18 235PSI C900 PVC PIPE GJ Pn: 32115				16.184/ft	1,294.72
80ft	80ft	4"X20" DR18 235PSI C900 PVC PIPE GJ Pn: 32102				7.929/ft	634.35
10ea	10ea	3/4"X 3-1/2" 304 SS MJ T-BOLT w/COATED HEAVY NUT Pn: 21166				8.126/E	81.26
1ea	1ea	MULTF 73180 4" C900 PVC PLUG SPIG Pn: 27932				63.509/E	63.51
2ea	2ea	SIGMA VX668SHD 668S VAL BX HVY DUTY 3-PC S-BOX 3 PC = 26THD + 60HD +				230.000/E	460.00

# INVOICE

INVOICE DATE	INVOICE NUMBER	PAGE NO.
05/26/2023	S102768625.001	2 of 2

DESCRIPTION	UNIT PRICE	EXT PRICE
2ea 66HD SIGMA IMPORT (VB268LA) STAR IMPORT (VB668SHD) Pn: 24826	72.321/E	144.64
2ea #60 HD 24" VALVE BOX EXT 6850/6860(SCREW TYPE) Pn: 55562	26.813/E	53.63
2ea 5-1/4" HD DROP LID (WATER) (DOMESTIC) Pn: 24884	61.250/E	122.50
2ea VALVE BOX ADAPTOR-II (10001) (VBAIL-A) (3"-8" AFC) (2-1/2"-3" MUELLER) (3"CLOW) Pn: 33323		

  
 RECEIVED  
 DATE: 05/26/2023  
 BY: [Signature]

### ONLINE BILLPAY NOW AVAILABLE



DSG has partnered with Billtrust to provide a new feature to help you view, print and download your invoices and statements. Online BillPay is easy to use, simple to navigate and is user-friendly. Access this tool through your DSGSupply.com account. ENROLL TODAY BY CONTACTING US AT: ARHelp@dsgsupply.com or 1-333-374-2742 (all calls returned within 24 hours).

32 & 1/2

Subtotal	\$8,699.89
S&H Charges	\$0.00
Tax	\$652.50
Amount Due	\$9,352.39

Invoice is due by 07/25/23.  
 Past Due invoices will be subject to 1.50% late charge.

Services ND LLC  
 Ave N Unit B  
 ND 58102

**Invoice**

Date	Invoice #
6/5/2023	1685

Phone #	701-367-9033	E-mail	wmseim@kwdrillingnd.com
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<b>Bill To</b>
DAKOTA UNDERGROUND CO. 4001 15th AVE N FARGO, ND 58102



P.O. No.	Terms	Due Date	Project	
	Net 30	7/5/2023	ND23 - BN-22-C1 43 ST N 30 TH AVE FGO	
Description			Qty	Amount
BORE PVC 4" WATER MAIN 55 FEET @ \$22.00 PER FOOT				1,210.00
BORE PVC 6" WATER MAIN 55 FEET @ \$28.00 PER FOOT				1,540.00
<b>Total</b>				\$2,750.00
<b>Payments/Credits</b>				\$0.00
<b>Balance Due</b>				\$2,750.00

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

23

Type: Right of Way Use Agreement

Location: 6617 33<sup>rd</sup> Street South

Date of Hearing: 10/9/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/16/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Right of Way Use Agreement for the new fire station at 6617 33<sup>rd</sup> Street South.

The Contractor building the new fire station at 6617 33<sup>rd</sup> Street South has requested to use a portion of 33<sup>rd</sup> Street as a staging area. Ledgestone will be responsible for any damage caused. The primary use will be for job trailers and light material storage.

On a motion by Ryan Erickson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Right of Way Use Agreement with Ledgestone Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with Ledgestone Inc.

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)

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 \_\_\_\_\_  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Kevin Gorder, Division Engineer  
**Date:** October 6, 2023  
**Re:** ROW Use Agreement with Ledgestone Inc. - 6617 33<sup>rd</sup> Street South

---

**Background:**

The Contractor building the new fire station at 6617 33<sup>rd</sup> Street South requested using a portion of 33<sup>rd</sup> Street as a staging area as they construct the new fire station. Attached is the Agreement to use the ROW during construction. Ledgestone will be responsible for any damage they caused on 33<sup>rd</sup> Street South. The primary use will be for job trailers and light material storage.

**Recommended Motion:**

Recommend approval of the ROW Use Agreement with Ledgestone Inc.

KOG/klb  
Attachment

**Right of Way Use Agreement**

This Agreement, made and entered into between Ledgestone Inc., a Minnesota Corporation, also known as Ledgestone (“Contractor”), and the City of Fargo, a North Dakota municipal corporation (“City”), is for the purpose of providing Contractor permission for the temporary use of the Public Right of Way (“PROW”) adjacent to Owner’s property located in Fargo, North Dakota (“Development Property”), described below.

For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. City holds all right, title and interest in the Development Property, specifically:

A tract of land in Lot 1, Block 6, Selkirk Place 1st, City of Fargo, Cass County, North Dakota

2. Contractor shall be permitted use of the PROW in such a manner as described in this Agreement and as shown in Exhibit 1 until September 1, 2024 or as modified from time to time by written agreement of the parties hereto. Any request for extension must be made in writing at least thirty (30) days’ prior to the expiration of this Agreement in order to allow City adequate time to consider the request. Specifically, Contractor shall be responsible for ensuring all construction and restoration work in the PROW complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.
3. Contractor agree to comply with all ordinances, policies and regulations to minimize noise impacts to the neighborhood between the hours of 10:00 pm and 7:00 am.



4. Contractor shall provide a certified flagger during delivery operations. All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at:  
[http://mutcd.fhwa.dot.gov/pdfs/2009/pdf\\_index.htm](http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm)

Contractor agree to maintain the traffic control daily on the project. Inconsistencies shall be corrected within two hours of notice by the City. Inconsistencies that have not been corrected within 48 hours will be corrected by the City. All costs for maintenance and corrective action by the City will be the responsibility of the Contractor. The City will bill the Contractor for any costs incurred to maintain traffic control devices. Failure to pay will result in the City using money from the deposit required per this Agreement.

5. Restoration – Contractor agrees to restore all PROW to a condition as good as or better than the existing condition when work started. Contractor agrees to request an inspection when work is complete. City agrees to inspect the PROW in a timely manner after notification and issue a punch list if any items in the PROW need to be addressed. Contractor will promptly address items on the punch list prior to final acceptance by the City.
6. Any change to dates of impacts shall be approved by City Engineering. Impacts that are not identified in this agreement shall be approved by City Engineering. City Engineering reserves the right to obtain Commission approval of impacts if in the sole discretion of City Engineering the impacts are too large for City Engineering to decide without Commission approval. Any impacts requiring Commission approval will require an amendment to this Agreement.
7. Contractor shall be responsible for all private utilities affected by the construction activities, and shall notify the utility provider of proposed impacts. Contractor shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Contractor's construction activities.
8. Contractor hereby grants to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Contractor agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Contractor and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
9. Contractor shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the streetlights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the PROW.

10. Contractor will, during any use of PROW, use due care to protect City streets, utilities and all other public property and private utilities occupying the PROW. Extraordinary or excessive damage caused by Owner or Contractor's construction activities shall be remedied immediately, at the sole discretion of City. All costs incurred by the City will be billed to the Contractor. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month.
11. Contractor must remedy any unsafe or unsatisfactory condition due to the use of the City right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Developer to vacate the City right of way use permitted herein and return the roadway to its pre-existing condition.
12. Contractor accepts all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure, which may be impacted by work in the PROW. Contractor shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the City Engineer or designee.
13. Contractor shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the City Engineer or designee.
14. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Contractor thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Contractor's use of the public right of way and direct Contractor to restore the right of way to the City's control.
15. Notices required by this Agreement shall be given as follows:

As to the Contractor: Ledgestone Josh Lessman <a href="mailto:Josh.lessman@ledgestoneinc.com">Josh.lessman@ledgestoneinc.com</a> 22930 Co Hwy 6 Detroit Lakes, Mn 56501 (218) 844-4550	As to the City: City of Fargo Engineering attn.: Kristy Schmidt <a href="mailto:feng@fargond.gov">feng@fargond.gov</a> 225 4 <sup>th</sup> St N Fargo, ND 58102 (701) 241-1545
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16. Contractor agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way by Contractor. Contractor agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Contractor shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.

17. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
18. 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.
19. The failure or delay of City 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 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 City to enforce each and every term of this Agreement.
20. 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. This Agreement is to be construed as if drafted by all parties.
21. 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.
22. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
23. This Right of Way Use Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
24. The City and Contractor wish to work together to provide an acceptable finished product. Contractor shall provide to City a deposit in the amount of \$30,000 to cover all expenses that may be incurred by City as a result of Contractor's work in the right of way.

Failure of the Contractor to pay any billings provided for herein within 30 days from the due date shall result in City reducing the deposit by the amount billed.

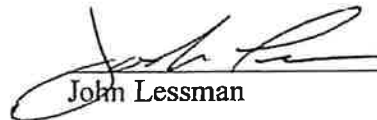
When a corrective measure is required by the City, City will notify Contractor by phone and email. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$10,000, Contractor shall replenish the deposit to \$30,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Contractor. Once the project is finished and final acceptance is given by the City, the Contractor shall request reimbursement of the remaining deposit in writing.

When the project is finished and all work has been accepted by the City, any unpaid costs incurred by the City that are the responsibility of the Contractor shall be paid within 30 days.

25.

Dated this 25 day of SEPTEMBER, <sup>2023</sup>~~2022~~.

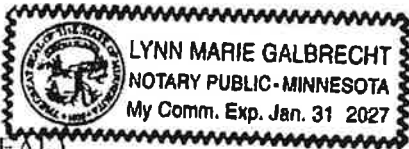
Ledgestone Inc.  
a Minnesota Corporation

  
John Lessman

PRESIDENT  
Its:

STATE OF NORTH DAKOTA )  
MINNESOTA ) ss:  
COUNTY OF CASS )

On this 25 day of September, 2023, before me personally appeared John Lessman of Ledgestone, Inc., a Minnesota Corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

  
(SEAL)

  
Notary Public



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# Memorandum

**To:** Board of City Commissioners  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** October 12, 2023  
**Re:** Amended and Restated Skyway Use Agreement – Bostad Condominium Association

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In 2019, DFI BC, LLC entered into a Skyway Use Agreement granting certain access rights to the pedestrian skyway system during regular operating hours for occupants of the Bostad Property.

More recently, the City was approached by members of the Bostad Condominium Association to consider an agreement to grant access to allow occupants of the Bostad Property to travel to and from their vehicles parked in the Civic Center Ramp. Per this agreement, Bostad Condominium Association will be responsible for installation, repair and maintenance of any modifications and additions of security devices and alarms as deemed necessary by the City in order to comply with building codes and maintain a secure Skyway System outside of normal business hours.

The initial term of this agreement will be two years and the City maintains the right to terminate the agreement at any time for reasonable cause.

**Recommended Action:**

Move to approve the attached amendment to the Skyway Use Agreement to allow Bostad Condominium residents continuous access to the Civic Center Ramp via the skyway system.

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**AMENDED AND RESTATED  
SKYWAY USE AGREEMENT**

This AMENDED AND RESTATED SKYWAY USE AGREEMENT (this "Agreement") is entered into and effective as of OCTOBER 16, 2023, by and among the City of Fargo, a North Dakota municipal corporation ("City"), whose address is Attn: City Auditor, 225 4th St N, Fargo ND 58102; and Bostad Condominium Association, a North Dakota nonprofit corporation ("Association"), whose address is Attn: President, 210 Broadway Ste 300, Fargo ND 58102. City and Association are hereafter occasionally referred to each as a "Party" and collectively as the "Parties."

WHEREAS, City and DFIBC LLC, a North Dakota limited liability company ("DFIBC"), entered into that certain Skyway Use Agreement (the "Original Agreement") effective February 12, 2019, and recorded in the office of the Cass County Recorder as Document No. 1560246 on April 16, 2019, under which City granted to DFIBC, for the benefit of the property described on Exhibit A attached hereto (the "Bostad Property"), certain rights to access the pedestrian skyway system throughout downtown Fargo constructed, operated, and maintained by City (the "Skyway System");

WHEREAS, DFIBC has submitted the Bostad Property for the establishment of a common interest community known as "Bostad Condominium" (the "Condominium"), pursuant to that certain Declaration of Condominium and Declaration of Covenants and Restrictions (the "Declaration") effective January 5, 2023, and recorded in the office of the Cass County Recorder as Document No. 1683270 on January 18, 2023;

WHEREAS, Association is the association of unit owners in the Condominium pursuant to the Declaration and enters into this Agreement on its behalf and on behalf of all unit owners in the Condominium as successors to DFIBC in the Bostad Property;

WHEREAS, relevant to this Agreement are those portions of the Skyway System identified as follows: (1) the "Accessibility Corridor," defined as that portion from the Bostad Property to the property described on Exhibit B (the "DFI Black Property") attached hereto, and those portions that lie over Broadway Street North and between some of said properties, pursuant to various easement agreements and other instruments; and (2) the "Convenience Corridor," defined as that

portion from the Bostad Property to the property described on Exhibit C (the "Civic Center Ramp") attached hereto, and those portions that lie over 2<sup>nd</sup> Avenue North, 5<sup>th</sup> Street North, and between some of said properties, pursuant to various easement agreements and other instruments;

WHEREAS, DFI BC redeveloped a portion of the Bostad Property, including a portion that lies contiguous to a portion of the Skyway System, and constructed a doorway capable of being secured that created a passageway and entry point between the second floor of the Bostad Property and the Skyway System (the "Entry Point"), which Association maintains as a common element of the Condominium;

WHEREAS, pursuant to the Original Agreement, DFI BC requested, and City granted, subject to all of the terms and conditions in the Original Agreement, rights for: (i) general Skyway System access via the Entry Point and into the Skyway System during normal Skyway System operation hours; and (ii) through certain parts of the Skyway System, starting at the Entry Point, passing through the Bostad Property to the DFI Black Property, and terminating at the street level entry to the DFI Black Property, for two-way so-called "24-hour, seven-day-a-week, 365-days-per-year" access for the occupants of the Bostad Property ("Occupants") to the extent necessary to satisfy provisions of City's ordinances related to accessibility standards under the Americans with Disabilities Act;

WHEREAS, City and Association desire to amend and restate the Original Agreement to expand upon the grants made therein by entering into this Agreement, which shall supersede the Original Agreement in its entirety.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby declare, grant, covenant, and agree as set forth in this Agreement:

1. Grant of Access. City hereby grants to Association, for the benefit of the Bostad Property, the following rights to access the Skyway System, which shall be on a non-exclusive and appurtenant basis and subject to all of the terms and conditions of this Agreement:

a. Perpetual general Skyway System access via the Entry Point and into and through all of the Skyway System during normal Skyway System operation hours ("General Access");

b. Perpetual Skyway System access via the Entry Point, into the Accessibility Corridor, and terminating at the end thereof by the Skyway System entry in the DFI Black Property (the "DFI Black Property Termination Point"), for two-way so-called "24-hour, seven-day-a-week, 365-days-per-year" access for Occupants, such access to the extent necessary to satisfy provisions of City's ordinances related to accessibility standards under the Americans with Disabilities Act ("Accessibility Access"); and

c. Term-limited Skyway System access pursuant to Section 10 via the Entry Point, into the Accessibility Corridor and the Convenience Corridor, and terminating at each end thereof by the DFI Black Property Termination Point and the Skyway System entry in the Civic Center Ramp (the "Civic Center Ramp Termination Point," and,



collectively with the DFI Black Property Termination Point, the "Termination Points"), respectively, for two-way so-called "24-hour, seven-day-a-week, 365-days-per-year" access for Occupants, such access to the extent necessary to allow Occupants to use the Skyway System outside of normal business hours in order to travel to and from vehicles parked in the Civic Center Ramp ("Convenience Access");

and City represents and warrants to Association that it has the power and authority to grant such General Access, Accessibility Access, and Convenience Access and to operate the Skyway System pursuant to various easement agreements and other instruments.

2. Relocation. Association acknowledges the location and route of the Skyway System, including the Accessibility Corridor and the Convenience Corridor, may change from time to time, and City reserves the right to change the location and route of the Accessibility Corridor and the Convenience Corridor without Association's consent, provided any relocation shall allow for continued General Access, Accessibility Access, and, to the extent feasible, Convenience Access.

3. Association's Obligation to Secure the Entry Point, Termination Points, Accessibility Corridor, and Convenience Corridor.

a. Association shall at its sole cost and expense install, repair, maintain, and operate such doors, one-way or two-way mechanical and/or electrical secured entry devices and systems that continuously record the use of designated access cards or other devices (which shall be issued and maintained by Association), and alarms at the Entry Point and the Termination Points, and such other devices and equipment throughout the Accessibility Corridor and the Convenience Corridor as City deems reasonably necessary to comply with any applicable building codes to accommodate General Access, Accessibility Access, and Convenience Access while at the same time allowing the Accessibility Corridor and the Convenience Corridor to serve the intended purpose of general public access during normal operating hours and allowing the Accessibility Corridor and the Convenience Corridor and the remainder of the Skyway System to be secure as to one another outside of normal business hours.

b. City may, if Association fails to comply with Section 3.a or if City prefers to undertake any of the work described in Section 3.a itself (and using either City employees or contractors), undertake any such work, in which case Association shall reimburse City for the reasonable costs thereof within 30 days after written demand by City.

c. Any alterations or improvements to the Entry Point and the Termination Points must be approved in writing by City and shall be subject to the reasonable discretion and approval of City to ensure the Skyway System will thereafter operate in accordance with City's then-current practices.

d. In fulfilling its obligations under this Section 3, Association shall not permit or suffer any construction liens against the Accessibility Corridor and the Convenience Corridor or any of the properties in which the Accessibility Corridor and the Convenience

Corridor are located. If any arise, Association shall undertake such actions as are necessary to cause the same to be fully discharged within 15 days after notice.

4. Association's Obligation to Maintain and Provide Records.

a. Association shall maintain a roster of all Occupants permitted to exercise General Access, Accessibility Access, and Convenience Access and shall provide said roster to City upon request, without the need for a subpoena or other legal means to secure the same.

b. Association shall maintain a record of all access cards or other devices used for a period of not less than sixty (60) days and shall provide said record to City and Fargo Police Department upon request, without the need for a subpoena.

c. Association understands and agrees that City has installed cameras in the Skyway System for its use and security purposes. Association shall not have access to the camera footage and has no control over the storage and access. Association understands and agrees that if an incident takes place in the Skyway System, it shall be reported to the City Facilities Management Department and the Fargo Police Department in a timely manner, but not later than 10 days, after which time the video may not be available.

5. City Ability to Prevent Access. City shall be permitted to prevent Accessibility Access and Convenience Access at any time, for such temporary periods of time and to the minimum extent as City may reasonably deem necessary, if it determines, in its sole discretion, that public safety is jeopardized in any way. As to Accessibility Access, five (5) days' advance notice to Association shall be required (except in cases of emergency) prior to preventing such access pursuant to this Section 5. As to Convenience Access, no advance notice shall be required prior to preventing such access pursuant to this Section 5.

6. Insurance. Association shall keep in full force and effect, at its expense, a policy or policies of insurance with companies licensed to do business in North Dakota and reasonably acceptable to City with the following coverages: (1) general liability and property damage insurance and automobile liability insurance with respect to the Accessibility Corridor and the Convenience Corridor and the business of Association, with a minimum coverage of \$2,000,000 per occurrence and not less than \$4,000,000 annual aggregate for this location; (2) if the nature of Association's operation is such as to place any or all of its employees under the coverage of Workers' Compensation or similar statutes, Association shall also keep in force, at its expense, Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits; (3) any other special insurance coverages associated with Association's use of the Accessibility Corridor and the Convenience Corridor reasonably requested by City; and (4) insurance for fire and extended coverage, insuring for the full replacement cost, the Entry Point, Termination Points, and security systems and equipment related thereto. Such policies, where applicable and to the maximum extent possible, shall name City as an additional insured. Upon City's written request, Association shall furnish certificates evidencing any such insurance required is in effect and, if available, stating that City shall be notified in writing 10 days prior to cancellation, material change, or nonrenewal of insurance. Association shall carry additional coverages and/or increased coverage limits in amounts as City may reasonably request from time

to time.

7. Non-Disturbance. Association and Occupants shall exercise the rights granted in this Agreement in such a manner that causes the least interference and disturbance to the operation, security, maintenance, and repair of the Skyway System as is commercially reasonable under the circumstances.

8. Governmental Regulations. Association shall, at its sole cost and expense, comply with and faithfully observe all statutes, ordinances, rules, regulations, orders, laws, and the like of all local, state, and federal and other applicable governmental authorities, present or future, having jurisdiction and related to exercising its rights under this Agreement.

9. Indemnification: Damages.

a. Except as provided in this Section 9, Association shall indemnify, defend, and hold harmless City and its officers, agents, representatives, employees, contractors, guests and the like (collectively, the "City Indemnified Parties") from and against any claims, liens, liabilities, lawsuits, costs, expenses, damages, and/or the like (including reasonable attorneys' fees) (collectively, "Claims") including, but not limited to, Claims for personal injury, wrongful death, or property damage, resulting from, arising out of, or in any way related to exercising its rights and fulfilling its obligations under this Agreement, except to the extent caused by the negligent acts or intentional misconduct of City Indemnified Parties. Without limiting the foregoing, Association shall indemnify, defend and hold harmless the City Indemnified Parties from and against all violations of Environmental Laws resulting from, arising out of, or in any way related to exercising its rights as to the Skyway System access permitted herein.

b. Association shall be solely responsible for any and all damages to the portion of the Skyway System accessed pursuant to this Agreement, including cameras and other equipment provided by City, should such damage occur during the hours Association has access control (outside normal business hours) and entrance to the Skyway System by those causing such damage is found to be as a result of the access provided pursuant to this Agreement. For the removal of doubt, responsibility for all other damages to the Skyway System shall be allocated and assessed pursuant to City's generally applicable policies and procedures governing operation of the Skyway System.

10. Term.

a. As to the Convenience Access, the rights and obligations of the Parties under this Agreement shall continue in effect for an initial period of two (2) years (the "Initial Convenience Term"). During the Initial Convenience Term, the Parties agree to make representatives available from time to time as is reasonably necessary to meet and confer with each other and City Facilities Management Department, the Fargo Police Department, and/or other City department deemed necessary and appropriate by City. City retains the right to terminate Convenience Access at any time; provided, however, that City will not do so unreasonably and without first conferring with Association at least 14 days in advance of such termination, except in the event of an emergency as determined by City,

in which case no Notice or conference is required. At the expiration of the Initial Convenience Term, and at the expiration of each renewal term thereafter pursuant to this Section 10.a, the Parties shall evaluate in good faith the renewal of the Convenience Access for an additional period of two (2) years, or such longer period of time as the Parties may agree upon, such renewal not to be unreasonably denied, and any alterations and improvements pursuant to Section 3 as may be reasonably necessary for such renewal. Renewals, if any, shall be in writing approved by the Parties prior to the expiration of the then current term; provided, however, that Convenience Access under the then current term shall continue beyond the scheduled termination date on a month to month basis, and City, in its sole discretion, may terminate at any time at the end of the month in which an agreement has not been reached. Convenience Access shall otherwise terminate at the end of the then existing term in order to secure all necessary insurance or other documentation requirements.

b. As to the General Access and the Accessibility Access, the rights and obligations of the Parties under this Agreement shall continue in effect for so long as the Skyway System remains in its current configuration and the City continues to operate it for the benefit of the public or as otherwise provided by this Agreement.

11. Default.

a. If either Party shall default hereunder, by not performing its obligations hereunder, the non-defaulting Party may, immediately in cases of emergency or the wrongful denial of access, and in any other case, after thirty (30) days' written notice to the defaulting Party, cure the default, unless the defaulting Party shall have cured the default within said thirty (30) day period after receiving notice thereof or shall have begun to cure the default and continue to make reasonable progress in effecting such cure.

b. In the event of default by Association, upon sixty (60) days' written notice of default, City may suspend the rights of Association to Skyway System access, such suspension to remain in effect until the default is cured. Failure to cure the default within ten (10) days of suspension pursuant to this Section shall result in immediate termination of this Agreement.

12. Notice. Any notice or communication hereunder must be in writing and may be given by registered or certified mail (courtesy copy by email, if such address is known or discernable), and the same shall be deemed to have been given and received when a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Such notices or communications shall be given to the Parties at the addresses set forth in the first paragraph hereof. Any Party may at any time by giving ten (10) days' written notice to the other Party designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

13. Scope/Binding Effect. The rights and obligations herein provided shall inure to the benefit of and be binding upon the Parties, their successors, assigns, heirs, and legal representatives, and shall run with, benefit, and burden the Bostad Property and the Accessibility Corridor. Notwithstanding anything in this Agreement to the contrary, however, the Parties

recognize and acknowledge that Association's rights in and to the properties through which the Accessibility Corridor and the Convenience Corridor pass derive through City and Association has no rights in and to such properties under this Agreement outside of those rights held by City from time to time.

14. Waiver. No waiver of any breach of the easements or of any rights, obligations, covenants, and/or provisions herein contained shall be construed as or constitute a waiver of any breach or a waiver, acquiescence in, or consent to any further or succeeding breach of the same or any other such easements, rights, obligations, covenants, and/or other provisions.


15. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms or provisions of this Agreement shall not be affected thereby, but such remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

16. Governing Law. This document shall be construed and enforced in accordance with the laws of the State of North Dakota.

*[signature pages follow]*



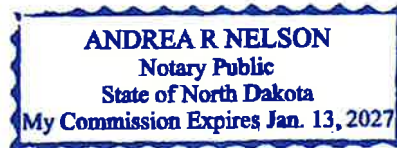
ASSOCIATION:  
BOSTAD CONDOMINIUM  
ASSOCIATION

  
By: Mike Allmendinger  
Its: President

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

On this 11<sup>th</sup> day of October 2023, before me, a notary public in and for said county and state, personally appeared MIKE ALLMENDINGER, to me known to be the President of BOSTAD CONDOMINIUM ASSOCIATION, a North Dakota nonprofit corporation, described in and that executed the within and foregoing instrument, and acknowledged that said nonprofit corporation executed the same.

  
Notary Public



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**EXHIBIT A**

**Description of Bostad Property**

Lot 18, in Block 8 of Keeney and Devitt's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, according to the certified plat thereof; and

The South 5 inches of Lot 15 and all of Lots 16 and 17, in Block 8, in Keeney and Devitt's Addition to the City of Fargo, Cass County North Dakota.



**EXHIBIT B**

**Description of DFI Black Property**

Lots Three and Four and the South Half of Lot Five, in Block Two, of Roberts' Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

**EXHIBIT C**

**Description of Civic Center Ramp**

All that part of Lots 1, 15, 16, 17 and 18, Block 10, Keeney and Devitt's Addition; and all of Lot 4 and that part of Lot 3, North Dakota Urban Renewal R-1 Addition; and the vacated alley abutting thereto, all in the City of Fargo, Cass County, North Dakota, lying South of the following described line and East of a line from a point on said line 61.58 feet East of the West line of Lot 15 to a point 61.58 feet East of the Southwest corner of Lot 1. The line is described as beginning at a point on the West line of Lot 15, 13.46 feet North of the Southwest corner of Lot 15, thence North  $89^{\circ}56'43''$  East to the East line of Lot 3.

Except that part thereof lying below the underside of the parking ramp described as follows:

All that part of Lots 3 and 4, Block 8, North Dakota Urban Renewal R-1 Addition to the City of Fargo, together with the vacated alley adjacent thereto and the right to encroach upon the right of way for 4th Street and 2nd Avenue North described as follows:

Commencing at a point on the East line of Lot 3 112.25 feet North of the Southeast corner of Lot 4; thence East .42 feet; thence South parallel to the East line of Lots 3 and 4 to the extended South line of Lot 4; thence West along the South line of Lot 4 19.50 feet; thence South  $45^{\circ}00'00''$  West 1.41 feet; thence West 29.29 feet; thence North  $45^{\circ}00'00''$  West 1.41 feet to the South line of Lot 4; thence West to a point 149.42 feet West of the Southeast corner of Lot 4; thence North 95.19 feet; thence East 7.67 feet; thence North 17.06 feet; thence East 141.75 feet to the point of beginning, except that part above elevation 906.15 described as: Commencing at the Northwest corner of the above described tract; thence East 20 feet; thence South 8 feet; thence West 20 feet; thence North 8 feet, to the point of beginning.

# Memorandum

**To:** Board of City Commissioners  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** October 12, 2023  
**Re:** Bid Award for RFP23191 – Snow and Ice Removal Services

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Dear Commissioners:

Proposals were received and reviewed on October 12, 2023 in response to an RFP that was issued by the Facilities Management department for Snow and ice removal services at the following locations:

**A. Downtown locations include:**

1. City Hall North/West lots/ramp 225 4th St. N
2. City Center West lot/North Entrance 301 3rd Ave. N
3. Downtown Library East/West lots 101 4th St. N
4. Civic Center North lot/ramps 207 4th St. N
5. City Sidewalks Downtown
6. Engagement Center (Old Police Station) 222 4th St. N
7. Old Public Health 401 3rd St. N
8. Municipal Court 402 NP Ave
9. Harm Reduction 510 5th St. N

**B. Police Headquarters 105 25th St. S**

**C. Public Safety Building 4630 15th Ave N**

**D. Fargo Cass Public Health 1240 25th St. S**

Three (3) proposals were submitted and reviewed:

Martinson Lot Maintenance (Proposal for Downtown and Fargo Police Headquarters)

All-Terrain (Proposal for Public Safety Building and Fargo Cass Public Health)

Valley Green (Proposal for Police Headquarters, Public Safety Building, and Fargo Cass Public Health)

The proposals were evaluated based on the following criteria:

- Qualifications and Experience
- Professional Services
- Schedule of fees
- References

After evaluation, we recommend Martinson Lot Maintenance to service downtown and Fargo Police Headquarters, and All-Terrain to service the Public Safety Building and Fargo Cass Public Health from November 1, 2023 through April 30, 2024.

**Recommended Action:**

Move to approve bid award to Martinson Lot Maintenance to service downtown and Fargo Police Headquarters, and All-Terrain to service the Public Safety Building and Fargo Cass Public Health from November 1, 2023 through April 30, 2024.

## Snow Removal RFP23191

<b>Location A Downtown locations</b>	<b>Qualifications &amp; Experience (30)</b>	<b>Professional Services (30)</b>	<b>Schedule of Fees (30)</b>	<b>References (10)</b>	<b>Total Score</b>	<b>Comments</b>
All-Terrain	N/A	N/A	N/A	N/A	0	No proposal for these locations
Valley Green	N/A	N/A	N/A	N/A	0	No proposal for these locations
Martinson	28	27	28	10	93	

<b>Location B Police Headquarters</b>	<b>Qualifications &amp; Experience (30)</b>	<b>Professional Services (30)</b>	<b>Schedule of Fees (30)</b>	<b>References (10)</b>	<b>Total Score</b>	<b>Comments</b>
All-Terrain	N/A	N/A	N/A	N/A	0	No proposal for these locations
Valley Green	26	26	27	10	89	
Martinson	28	27	28	10	93	

<b>Location C Public Safety Building</b>	<b>Qualifications &amp; Experience (30)</b>	<b>Professional Services (30)</b>	<b>Schedule of Fees (30)</b>	<b>References (10)</b>	<b>Total Score</b>	<b>Comments</b>
All-Terrain	27	28	26	10	91	
Valley Green	26	26	27	10	89	
Martinson	N/A	N/A	N/A	N/A	0	No proposal for this location

<b>Location D Fargo Cass Public Health</b>	<b>Qualifications &amp; Experience (30)</b>	<b>Professional Services (30)</b>	<b>Schedule of Fees (30)</b>	<b>References (10)</b>	<b>Total Score</b>	<b>Comments</b>
All-Terrain	27	28	26	10	91	
Valley Green	26	26	27	10	89	
Martinson	N/A	N/A	N/A	N/A	0	No proposal for this location



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**FINANCE OFFICE**  
**PO Box 2083**  
**225 4th Street North**  
**Fargo, ND 58102**  
**Phone: 701.241.1333 | Fax: 701.476.4188**  
**[www.FargoND.gov](http://www.FargoND.gov)**

TO: BOARD OF CITY COMMISSIONERS

FROM: JAMES GILMOUR, STRATEGIC PLANNING DIRECTOR  
SUSAN THOMPSON, DIRECTOR OF FINANCE

RE: CONTRACT FOR PFM FINANCIAL ADVISORS – EX23205

DATE: OCTOBER 12, 2023

The attached contract with PFM Financial Advisors is to act as a financial advisor to the City of Fargo on public-private partnerships, requests for tax increment financing and tax exemptions, and review of financial capabilities of development groups within the City of Fargo.

Services related to tax increment and PILOT upon request of the Client:

- Developing and maintaining tax increment cashflows.
- Analyzing current and future property values.
- Evaluating the need for tax increment and PILOT incentives to generate redevelopment.
- Negotiating with the developer/beneficiary for incentives on behalf of the City.
- Developing a look-back test.
- Review and analysis of developer's/beneficiary's financials.
- Bond structuring as it relates to tax increment financing.

Suggested Motion:

Move to approve the contract for PFM Financial Advisors.



07/18/2023

James Gilmour  
Strategic Planning Director  
City of Fargo, North Dakota  
225 4<sup>th</sup> Street North  
Fargo, ND 58102



50 South 6<sup>th</sup> Street  
Suite 2250  
Minneapolis, MN 55402  
612-338-3535

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

Dear Jim:

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to the City of Fargo (the “Client”). PFM will provide, upon request of the Client services set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM’s role as IRMA to Client.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client prior to or together with this Engagement Letter.

PFM’s services will commence as soon as practicable after the execution of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Engagement Letter shall be completed as agreed in writing in advance between the Client and the PFM. Upon the request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between Client and such affiliate or third party.



For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. All fees shall be due to PFM within thirty (30) days of the date of invoice. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from July 17, 2023 until December 31, 2024 (the "Initial Term") and shall automatically renew (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

PFM shall not assign or transfer any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, internal reorganization, or similar transaction involving PFM's business without any such consent.

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Engagement Letter and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

All notices and other communication required under this Engagement Letter will be in writing and shall be sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and deliverables pertaining to this Engagement Letter.

The following employees of PFM will provide the services set forth in this Engagement Letter: Matthew Schnackenberg, Daniel Duggan, Mary Ettl, and Anne Wuollet. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter, PFM shall have no liability to any party under this Engagement Letter.



PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter. Nothing in this Engagement Letter is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Engagement Letter or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

This Engagement Letter shall be construed, enforced, and administered according to the laws of the State of North Dakota. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Engagement Letter, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or a third party referred or introduced by PFM shall not in any way be deemed an amendment or modification of this Engagement Letter. The invalidity in whole or in part of any provision of this Engagement Letter shall not void or affect the validity of any other provision.

Please have an authorized official of the Client sign a copy of this Engagement Letter and return it to us to acknowledge the terms of this engagement. This Engagement Letter may be signed in any number or counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

Sincerely,

**PFM FINANCIAL ADVISORS LLC**

By:

**Matt Schnackenberg**  
Managing Director





**Accepted by:**

**CLIENT**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Services related to tax increment and PILOT upon request of the Client:
  - Developing and maintaining tax increment cashflows.
  - Analyzing current and future property values.
  - Evaluating the need for tax increment and PILOT incentives to generate redevelopment.
  - Negotiating with the developer/beneficiary for incentives on behalf of the City.
  - Developing a look-back test.
  - Review and analysis of developer's/beneficiary's financials.
  - Bond structuring as it relates to tax increment financing.



**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**For the services described in Exhibit A, PFM's professional fees and expenses shall be paid as follows:**

1. For the services described in Exhibit A, PFM's professional fees are \$2,500 per project, unless otherwise discussed with the Client, with a maximum fee of \$20,000 per project. In addition, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM.



**EXHIBIT C**



## Insurance Statement

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

### Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision  
Cyber Liability \$100,000  
General Liability \$0  
Professional Liability (E&O) \$200,000  
Financial Institution Bond \$50,000

### Insurance Company & AM Best Rating

Professional Liability (E&O). .....Lloyds of London; (A; Stable)  
.....AXIS Surplus Insurance Company; (A; Stable)  
Financial Institution Bond. ....Berkley Regional Insurance Company; (A+; Stable)  
Cyber Liability. ....Greenwich Insurance Company (A+; Stable)  
General Liability.....Valley Forge Insurance Company; (A Stable)  
Automobile Liability. ....Continental Insurance Company; (A Stable)  
Excess /Umbrella Liability.....Continental Insurance Company; (A Stable)  
Workers Compensation.....Continental Insurance Company; (A Stable)  
& Employers Liability




**Fargo Cass  
Public Health**  
Prevent. Promote. Protect.

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**FARGO CASS PUBLIC HEALTH**  
ADMINISTRATION  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701.241.1360  
FargoCassPublicHealth.com

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 4, 2023**

**RE: NOTICE OF GRANT AWARD FROM THE ND DEPARTMENT OF  
HEALTH AND HUMAN SERVICES FOR THE WOMEN, INFANT  
AND CHILDREN PROGRAM.  
NO: G23.453      CFDA: 10.557  
FUNDS: \$580,000  
EXPIRES: 09/30/2024**

The attached notice of grant award with ND Department of Health and Human Services is for the continuation and funding of the Women, Infant and Children Program.

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

**Suggested Motion:**

Move to approve the NGA with the ND Department of Health and Human Services.

DF/lis  
Attachment



**NOTICE OF GRANT AWARD**  
 NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 SFN 53771 (04-2023)

Grant Number G23.453	CFDA Name Special Supplemental Nutrition Program for Women, Infants and Children	CFDA Number 10.557
FAIN Number 243ND707W1003	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2023
Federal Award Date 10/2/2023	Grant End Date 9/30/2024	Federal Awarding Agency U.S. Department of Agriculture

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Women, Infant and Children (WIC)	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4551 HLH 5154 01
Grantee Name Fargo Cass Public Health	Project Director Amanda Varriano
Address 1240 25 <sup>th</sup> St. S	Address 600 East Boulevard Ave, Dept. 325
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name: Kim Vance	Contact Name: Amanda Varriano
Telephone Number: (701) 277-1455	Telephone Number: (701) 328-2496
Email Address: kvance@fargoND.com	Email Address: alvarriano@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$580,000	\$0	\$580,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$580,000	\$0	\$580,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**  
 Grantee will make specific nutritionally desirable foods and nutrition education available for eligible pregnant women, infants and children within counties within the boundaries of the Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, Part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A), the Assurance of Civil Rights Compliance (see Attachment B), the WIC Policy Memorandum, and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided, and expenditures will follow the approved plan and budget. Any major changes in the type of service delivery and training must be submitted to the State Department of Health and Human Services for prior approval.

**Reporting Requirements**  
 Grantee must submit monthly expenditure reports via the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2024, must be received by July 15, 2024. Final expenditure report for the period ending September 30, 2024, must be received by October 31, 2024. Reimbursement will be processed upon Department approval of state plan progress and expenditure reports.

**Special Conditions**  
 None.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only:  Requirements Received;  Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/04/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director, Family Health & Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Sara E. Stolt, Interim Commissioner	

If attachments are referenced, they must be returned with the signed award.  
 If you did not receive attachments as indicated, contact the Program Director identified above.

**G23.453**  
**Fargo Cass Public Health**  
**Attachment A**

**AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)**

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health and Human Services for operation of the WIC Program.

Neither the State agency nor the local agency has an obligation to renew the agreement and expiration of an agreement is not subject to appeal. The State Agency shall provide local agencies with advance written notice of not less than 60 days of the termination of an agreement.

Local Agency Responsibilities include:

- Assuring the agency does not discriminate against person on the grounds of race, color, national origin, age, sex or disability and compiles data, maintains records and submits reports as required to permit effective enforcement of the non-discrimination laws.
- Compliance with all the fiscal and operational requirements prescribed by the State agency pursuant to 7 CFR part 3016 of the WIC Regulations. Agency service provided and expenditures made will be in accordance with the approved plan and budget.
- Assuring that the information obtained from program applicants and participants is restricted to its use and disclosure, according to WIC Regulations. Client Information can only be shared with the express written consent of the WIC participant, or the Department of Health and Human Services, unless that disclosure is expressly authorized by the Notice of Grant Award, or expressly authorized by North Dakota law, yet remains in compliance with Section 246.26 of the Federal WIC Regulations.
- Assuring that WIC records shall be maintained in accordance with the Privacy Act of 1974, (Public Law 93-579), Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), and Section 246.26 of the Federal WIC Regulations.
- Maintaining complete, accurate, documented and current accounting of all Program funds received and expended.
- Maintaining on file and have available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used and specific criteria used to determine nutritional risk.
- Ensuring the presence of a competent professional authority on staff and the capabilities necessary to perform the certification procedures.
- Provides or makes available appropriate health services to participants and informs applicants of the health services available. When health services are provided through referral, has a plan for continued efforts to make health services available to participants at the clinic or through a written agreement with health care provider.
- Prohibiting smoking in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.
- Providing nutrition education services in compliance with 246.11 and FNS guidelines and instructions.
- Implementing a food delivery system prescribed by the State agency pursuant to 246.12 and approved by FNS.
- Assuring that when a health and a human service agency or when one of these and a private physician comprise a local agency, that all will meet all of the contract requirements. No program funds shall be used to reimburse the health agency or the private physician for health services provided.
- Any major changes in the type of service delivery and training must be submitted to the State WIC Director for prior approval. The guidelines outlined in the WIC Job Descriptions must be applied in the hiring of all new staff members for WIC positions.



**G23.453**  
**Fargo Cass Public Health**  
**Attachment B**

**AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)**

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health and Human Services for operation of the WIC Program.

**Assurance of Civil Rights Compliance**

The Grantee hereby agrees that it will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Title II and Title III of the Americans With Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Person with Limited English Proficiency." (August 11, 2000), all provision required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq), and FNS directives and guidelines to the affect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Grantee agrees to compile data, maintain records and submit records and report as required to permit effective enforcement of the nondiscrimination laws, and to permit the U.S. Department of Agriculture and the North Dakota Department of Health and Human Services personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violation of this assurance, the U.S. Department of Agriculture and the North Dakota Department of Health and Human Services shall have the right to seek judicial enforcement of this assurance.


This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and permission to use Federal property or interest in such property or the furnishing of services without consideration or at nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.



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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 6, 2023**

**RE: NOTICE OF GRANT AWARD FROM THE ND DEPARTMENT OF  
HEALTH AND HUMAN SERVICES FOR PHEP – PUBLIC  
HEALTH WORKFORCE SUPPLEMENTAL FUNDING II.  
NO: G23.370 CFDA: 93.354  
FUNDS: \$233,822  
EXPIRES: 06/30/2024**

The attached notice of grant award with ND Department of Health and Human Services is for PHEP Public Health Workforce Supplemental Funding II. Activities may include but are not limited to, all activities related to vaccine administration, all testing activities, after action report assistance, data collection, all hazards response coordination, and all other local public health assistance.

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

**Suggested Motion:**

Move to approve the NGA with the ND Department of Health and Human Services.

DF/ls  
Attachment



Page 155 **NOTICE OF GRANT AWARD**

**NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
SFN 53771 (04-2023)

Grant Number G23.370	CFDA Name Public Health Emergency Response: Crisis Response Cooperative Agreement: Public Health Workforce Supplemental Funding		CFDA Number 93.354
FAIN Number NU90TP922167	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 9/15/2023	Grant End Date 6/30/2024
Federal Award Date 9/15/2021	Federal Awarding Agency Department of Health and Human Services		

This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program PHEP – Public Health Workforce Supplemental Funding II	North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH0025-70
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich, Director
Address 1240 – 25 <sup>th</sup> Street South	Address 1720 Burlington Drive, Suite A
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler
Telephone Number 701-241-1360	Telephone Number 701-328-2293
Email Address Dfleming@fargond.gov	Email Address jsickler@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$233,822	\$0	\$233,822
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$233,822	\$0	\$233,822
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**

Grantee is provided this grant award to fund the workforce necessary to support public health activities in their jurisdiction. Activities may include, but are not limited to, all activities related to vaccine administration, all testing activities, after action report assistance, data collection, all hazards response coordination, and all other local public health assistance.

**Reporting Requirements**

Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2024, must be received by July 15, 2024. Payments will be processed upon Department approval of expenditure reports and progress reports.

**Special Conditions**

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health is attached by reference and made a part of this agreement.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only:  Requirements Received;  Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/06/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	

If attachments are referenced, they must be returned with the signed award.  
If you did not receive attachments as indicated, contact the Program Director identified above.




**Fargo Cass  
Public Health**  
Prevent. Promote. Protect.

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**FARGO CASS PUBLIC HEALTH**  
ADMINISTRATION  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701.241.1360  
FargoCassPublicHealth.com

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 10, 2023**

**RE: NOTICE OF GRANT AWARD FROM THE ND DEPARTMENT OF  
HEALTH AND HUMAN SERVICES FOR STRENGTHENING THE  
U.S. PUBLIC HEALTH INFRASTRUCTURE AND WORKFORCE  
AND DATA SYSTEMS.  
NO: G23.305      CFDA: 93.967  
FUNDS: \$673,356  
EXPIRES: 11/30/2027**

The attached notice of grant award with ND Department of Health and Human Services is for strengthening the U.S. public health infrastructure and workforce.

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

**Suggested Motion:**

Move to approve the NGA with the ND Department of Health and Human Services.

DF/lls  
Attachment



**NOTICE OF GRANT AWARD**  
 NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 SFN 53771 (04-2023)

Grant Number G23.305	CFDA Name North Dakota Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	CFDA Number 93.967
FAIN Number NE11OE000064	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 11/1/2023
Federal Award Date 11/29/2022	Federal Awarding Agency Department of Health and Human Services	

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Public Health Infrastructure and Workforce	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4541 HLH 6281 01
Grantee Name Fargo Cass Public Health	Project Director Kim Mertz
Address 1240 – 25th Street South	Address 600 East Boulevard Ave., Dept 325
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming	Contact Name Patrick Sitter
Telephone Number 701-241-1360	Telephone Number 701-328-8631
Email Address dfleming@fargond.gov	Email Address patsitter@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$673,356	\$0	\$673,356
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$673,356	\$0	\$673,356
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service  
 Grantee will utilize funds to strengthen their public health workforce through innovative and traditional staff recruitment, retention, training, and support strategies; develop and implement training plans; support performance improvement efforts; and/or for accreditation readiness.

Reporting Requirements  
 Reporting requirements are defined in Attachment A.

Special Conditions  
 None.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only:  Requirements Received;  Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/10/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kim Mertz, Section Director, Healthy and Safe Communities	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Sara E. Stolt, Interim Commissioner	

If attachments are referenced, they must be returned with the signed award.  
 If you did not receive attachments as indicated, contact the Program Director identified above.

G23.305  
Fargo Cass Public Health  
Attachment A

**Reporting Requirements**

Grantee will submit progress and data reports via a template and schedule provided by the Department. The Department will provide the reporting template and schedule at least 60 days prior to the first reporting period.

Grantee must submit expenditure reports at least quarterly via the Program Reporting System (PRS).

Grantee will submit an expenditure report for the period ending November 30, 2023 by December 31, 2023.

Grantee will submit an expenditure report for the period ending June 30, 2024 by July 15, 2024.

Grantee will submit an expenditure report for the period ending November 30, 2024 by December 31, 2024.

Grantee will submit an expenditure report for the period ending June 30, 2025 by July 13, 2025.

Grantee will submit an expenditure report for the period ending November 30, 2025 by December 31, 2025.

Grantee will submit an expenditure report for the period ending June 30, 2026 by July 15, 2026.

Grantee will submit an expenditure report for the period ending November 30, 2026 by December 31, 2026.

Grantee will submit an expenditure report for the period ending June 30, 2027 by July 15, 2027.

Grantee will submit an expenditure report for the period ending November 30, 2027 by December 31, 2027.

Reimbursements will be processed upon Department approval of expenditure and progress/data reports.

(30)

To: Board of City Commissioners  
From: Jill Minette, Director of Human Resources  
Re: 2024 Benefit Renewals  
Date: October 10, 2023

We have several benefit plan renewals that will be occurring on January 1, 2024. The renewals and proposed changes are listed below:

Health Insurance

The premiums for our BlueAccess Plan through Blue Cross Blue Shield of North Dakota (BCBSND) will remain the same for 2024. Based on utilization, we will not experience a premium increase. The City will continue to pay 80% of the family premium and 86% of the single premium. The 2024 health premiums are attached.

Dental Insurance

Our dental insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). Their proposed renewal for 2024 includes a 5.6% increase to premiums. The City contributes the cost of the single premium for all full-time employees (pro-rated for benefited employees scheduled less than 40 hours per week) regardless of the level of coverage elected. The 2024 dental premiums are attached.

Vision Insurance

Our vision insurance provider is Superior Vision which is underwritten by MetLife. There is no increase to the current premiums which are guaranteed through December 31, 2026.

Life Insurance

Our current life insurance provider is Mutual of Omaha. The life insurance renewal for 2024 provides no increase to employee premiums, which are paid entirely by COF employees.

Long-Term Disability (LTD) Insurance

Our current long-term disability provider is Mutual of Omaha. The LTD premium, which is paid entirely by the City of Fargo, will remain at .22% per \$100 of monthly insured income for 2024. The maximum monthly benefit is \$11,000. The plan's elimination period remains 120 days.

Short-Term Disability Insurance

In conjunction with BlueConnect, the benefit enrollment platform, Unum will continue to be offered as an individual short-term disability plan. The plan is voluntary and the premium will be paid entirely by participating employees. The plan has an elimination period of 14 days and a benefit period of six months at 60% of base income.

Flexible Spending Accounts

The City of Fargo will continue to offer employees the opportunity to participate in flexible benefits administered by WEX. Participants utilize pre-tax dollars to pay for eligible health and dependent care expenses.

**RECOMMENDED MOTION:** To approve the benefit renewals as outlined in this benefit renewal memo effective January 1, 2024.



**City of Fargo**  
**Blue Cross Blue Shield of North Dakota (BCBSND)**  
**Health Insurance Premiums**  
**Effective January 1, 2024**

Active Employees							
BCBSND BlueAccess							
		Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
<b>Full-time 40*</b> <small>2080 annual hrs</small>	Single	\$ 52.18	\$ 320.57	\$ 104.36	\$ 641.14	\$ 745.50	\$ 8,946.00
	Family	\$ 180.39	\$ 721.56	\$ 360.78	\$ 1,443.12	\$ 1,803.90	\$ 21,646.80
<b>Full-time 30-39*</b> <small>1560-2017 annual hrs</small>	Single	\$ 126.73	\$ 246.02	\$ 253.46	\$ 492.04	\$ 745.50	\$ 8,946.00
	Family	\$ 360.78	\$ 541.17	\$ 721.56	\$ 1,082.34	\$ 1,803.90	\$ 21,646.80
<b>Part-time 20-29*</b> <small>1040-1559 annual hrs</small>	Single	\$ 186.37	\$ 186.38	\$ 372.74	\$ 372.76	\$ 745.50	\$ 8,946.00
	Family	\$ 541.17	\$ 360.78	\$ 1,082.34	\$ 721.56	\$ 1,803.90	\$ 21,646.80

\*Premiums apply to employees who are benefit eligible as defined in COF policy.

COBRA Rates	
	Monthly
COBRA Single	\$ 760.41
COBRA Family	\$ 1,839.98

**Health Insurance is effective the 1st of the month following date of hire.**

**City of Fargo  
Blue Cross Blue Shield North Dakota (BCBSND) Dental Premiums  
2024**

	<b>Employee Pay Period Contribution</b>	<b>COF Pay Period Contribution</b>	<b>Employee Monthly Contribution</b>	<b>COF Monthly Contribution</b>	<b>Combined Monthly Premium</b>	<b>Total Annual Premium</b>
<b>Full-Time Employee 40 (Scheduled Hours: 40 /week; 2080 /Year)*</b>						
Employee Only	\$0.00	\$22.75	\$0.00	\$45.50	\$45.50	\$546.00
+ spouse	\$22.75	\$22.75	\$45.50	\$45.50	\$91.00	\$1,092.00
+ children	\$21.64	\$22.75	\$43.28	\$45.50	\$88.78	\$1,065.36
+ spouse & children	\$44.81	\$22.75	\$89.62	\$45.50	\$135.12	\$1,621.44
<b>Full-Time Employee 30-39 (Scheduled Hours: 30-39/week; 1560-2079/year)*</b>						
Employee Only	\$5.68	\$17.07	\$11.36	\$34.14	\$45.50	\$546.00
+ spouse	\$28.43	\$17.07	\$56.86	\$34.14	\$91.00	\$1,092.00
+ children	\$27.32	\$17.07	\$54.64	\$34.14	\$88.78	\$1,065.36
+ spouse & children	\$50.49	\$17.07	\$100.98	\$34.14	\$135.12	\$1,621.44
<b>Part-time Employee 20-29 (Scheduled Hours 20-29/week; 1040 - 1559/year)*</b>						
Employee Only	\$11.37	\$11.38	\$22.74	\$22.76	\$45.50	\$546.00
+ spouse	\$34.12	\$11.38	\$68.24	\$22.76	\$91.00	\$1,092.00
+ children	\$33.01	\$11.38	\$66.02	\$22.76	\$88.78	\$1,065.36
+ spouse & children	\$56.18	\$11.38	\$112.36	\$22.76	\$135.12	\$1,621.44

\*Premiums apply to employees who are benefit eligible as defined in COF policy.

<b>COBRA Rates</b>	
	<b>COBRA Monthly Premium</b>
COBRA Employee Only	\$ 46.41
COBRA + spouse	\$ 92.82
COBRA + children	\$ 90.56
COBRA + spouse & Children	\$ 137.82

**Dental Insurance is effective the  
1st of the month following date  
of hire.**

(31)

To: Board of City Commissioners  
From: Jill Minette  
Director of Human Resources  
Re: Request for Out-of-Grade Pay  
Date: October 10, 2023

Tom Knakmuhs, City Engineer, submitted a request for Matt Bruggeman, Engineering Tech II, to receive out-of-grade pay (in a non-exempt capacity) for taking on the responsibilities of a Civil Engineer I (exempt) who was on a leave of absence. The additional cost of out-of-grade pay is \$3.14 per hour. The request is for the out-of-grade pay to be effective March 20 to July 9, 2023.

This request has been reviewed and approved by City Administration.

**Suggested Motion:**

Approve the request to award out-of-grade pay to Matt Bruggeman, Engineering Tech II, effective March 20 to July 9, 2023.



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## Memorandum

DATE: October 16, 2023  
TO: Mayor Mahoney and Board of City Commissioners  
FROM: Shawn Ouradnik, Inspections Director  
SUBJECT: Dangerous Building Public Hearing Request for 1208 UNIVERSITY DR S, FARGO ND

---

The property owner of 1208 UNIVERSITY DR S, FARGO ND 58103 BEVERLY J WOITZEL, has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set 5:15 pm Monday, October 30, 2023 as the time and date for the hearing regarding the dangerous building order for the structure at 1208 UNIVERSITY DR S, FARGO ND 58103.**



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## Memorandum

DATE: October 16, 2023  
TO: Mayor Mahoney and Board of City Commissioners  
FROM: Shawn Ouradnik, Inspections Director  
SUBJECT: Dangerous Building Public Hearing Request at 1710 1 AVE S FARGO ND 58103

---

The property owner of 1710 1 AVE S FARGO ND 58103 JAMIE S SWENSON, have failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set 5:15 pm Monday, October 30, 2023 as the time and date for the hearing regarding the dangerous building order for the structure at 1710 1 AVE S FARGO ND 58103.**



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MEMORANDUM

TO: City Commission

FROM: Maegin Elshaug, Planning Coordinator *me*

DATE: October 10, 2023

RE: Updated art concept for Skyway Mosaic project on skyway pillar

---

Tommy Schmidt (project manager) has proposed a public art project on a skyway pillar using small mosaic tiles, located on Broadway near 2<sup>nd</sup> Avenue North, adjacent to the Black Building. He is working with artist LesleyAnne Buegel, who is designing and installing the artwork. The project was approved as part of the Call for Public Art Projects in 2022. The project has secured necessary approvals from the City Commission, including funding (May 2022) and installation on the pillar (Spring 2023).

The project manager recently notified staff that part of the tile order was not delivered, and the concept was revised by the artist in order to work with the tile that was received. An updated concept is attached and is being brought forward for your consideration. Due to the time of year and temperatures, installation is planned for next spring.

Recommendation:

Approve the updated art concept for the Skyway Mosaic project.

Attachments



UPDATED CONCEPT – OCTOBER 2023



**THE FARGO POLICE DEPARTMENT**  
**CHIEF DAVID B. ZIBOLSKI**  
105 25th Street North  
Fargo, ND 58102-4002  
Main Line: 701.235.4493 | Fax: 701.297.7789  
FargoPolice.com

35  
**COPY**

October 11, 2023

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Acceptance of Flock Safety MOU

Dear Commissioners,

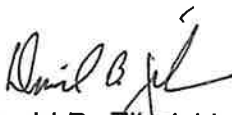
The Fargo Police Department is seeking approval to sign the attached MOU with Flock Safety. This would allow us to access and sample the Flock network of LPR cameras and software to determine its viability for use against another software option we are considering offered by Genetic. The test does not involve the installation of any flock cameras in the city of Fargo.

After some minor changes, City Attorney Nancy Morris has recommended the agreement be submitted to the Fargo City Commission for approval.

**Recommended Motion:**

Approve the acceptance of the Flock System Memorandum of Understanding.

Sincerely,

  
David B. Zibolski  
Chief of Police



# flock safety

## MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the city of Fargo, a North Dakota municipal corporation, and the Fargo Police Department with a place of business at 105 25th St N, Fargo, North Dakota 58102 ("**Agency**") (each a "**Party**", and together, the "**Parties**").

Whereas, Agency desires to access Flock's technology platform and Flock Safety dashboard (together, the "**Flock Service**") for investigative purposes, in order to view and search photos and videos recorded by Flock ("**Recordings**") which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such Recordings and supplemental data with Agency pursuant to the following terms and conditions:

**1. Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the "**Purpose**").

**2. Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein, and only through Agency's official email account. For purposes of this MOU, "Authorized Users" will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User's use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

**3. Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2; or (vii) access Flock Service through any unofficial (i.e., personal, or non-Agency authorized) email account. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such Recordings and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

**4. Suspension of Service.** Flock may immediately suspend and/or revoke Agency's and any Authorized End User's access to any portion or all of the Flock Service if Flock determines that (a) there is a threat or attack on any of the Flock Service by Agency; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock Service for fraudulent or illegal activities; (d) any unauthorized user has accessed to Flock Services through Agency's account; or (e) Agency has

# flock safety

violated any term of this MOU, including, but not limited to, utilizing the Flock Services for anything other than the Purpose.

**5. Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**6. Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from Recordings and supplemental data obtained by Agency through the use of Flock Services.

**7. Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

**8. Term; Termination.**

**A. Term.** This MOU will commence once executed by both parties and shall continue for a period of five (5) years.

**B. Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock thirty (30) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

**9. Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. To the extent permitted by law, Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

**10. Limitation of Liability.**

**A. Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

**B. Waiver of Consequential Damages.** IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# flock safety

## 11. Confidentiality.

**A. Obligations.** During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

**B. Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

**12. Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

**13. Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and

# flock safety

effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

14. **Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

# flock safety

**FLOCK GROUP, INC.**

**Fargo PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



THE FARGO POLICE DEPARTMENT  
CHIEF DAVID B. ZIBOLSKI  
105 25th Street North  
Fargo, ND 58102-4002  
Main Line: 701.235.4493 | Fax: 701.297.7789  
FargoPolice.com

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**COPY**

October 11, 2023

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Acceptance of MOU with US Army Corps of Engineers

Dear Commissioners,

The Fargo Police Department is seeking approval to sign the attached Memorandum of Understanding with the US Army Corp of Engineers. The MOU indicates the Fargo Police Department will provide support to the Corp by responding to incidents involving their property or personnel.

City Attorney Nancy Morris has reviewed the proposed MOU and has no concerns.

**Recommended Motion:**

Approve the acceptance of Memorandum of Understanding with the US Army Corps of Engineers.

Sincerely,



David B. Zibolski  
Chief of Police



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT  
332 MINNESOTA STREET, SUITE E1500  
ST. PAUL, MN 55101-1323

MEMORANDUM OF UNDERSTANDING BETWEEN  
ST. PAUL DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
AND  
THE FARGO, NORTH DAKOTA POLICE DEPARTMENT

**SUBJECT:** Local Law Enforcement Response

1. REFERENCES: DoDI 4000.19, Support Agreements

Army Regulation 190-13, The Army Physical Security Program

2. PURPOSE: To have the Fargo Police Department (PD) provide local law enforcement support for the U.S. Army Corps of Engineers (USACE) Western Area Office (WAO) in response to incidents. The WAO does not possess law enforcement capabilities.

3. RESPONSIBILITIES OF THE PARTIES: The Fargo PD will support USACE when resources are available to respond to criminal threats, special interest activities, distinguished visitor events, protests or for increased law enforcement presence.

4. GENERAL PROVISIONS:

a. The below listed personnel are authorized to make changes to this MOU:

- 1) REGORRAH, Virginia [virginia.m.regorrah@usace.army.mil](mailto:virginia.m.regorrah@usace.army.mil)
- 2) SCHUYLER, Vincent [vincent.j.schuyler@usace.army.mil](mailto:vincent.j.schuyler@usace.army.mil)
- 3) VOLK, Kyle [kyle.j.volk@usace.army.mil](mailto:kyle.j.volk@usace.army.mil)

b. Funds and Manpower: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation of payment of funds.

c. Modification of Agreement: This MOU may be modified only by the written agreement of the Parties, duly signed by their authorized representatives.

d. Transferability: This MOU is not transferable except with the written consent of the Parties.

e. Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

g. No Third-Party Beneficiaries: Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party, any remedy or claim under, or by reason of the MOU and this MOU will be for the sole and exclusive benefit of the Parties.

6. If at any time either organization wishes to terminate this agreement, the respective organization will provide a 30-day written notice.

7. This agreement will remain in effect without the need for an annual review.

8. Updates to this MOU may be submitted by either organization in the form of a MFR.

9. Effective date: 3 November 2023.

10. Expiration Date: Indefinite

10. Please address any questions or concerns to the undersigned.

---

VINCENT J. SCHUYLER  
vincent.j.schuyler@usace.army.mil  
Security Specialist  
USACE St Paul District - Fargo, ND

---

CHIEF DAVID ZIBOLSKI  
dzibolski@fargond.gov  
Chief, Fargo Police Department  
Fargo Police Department - Fargo, ND





**PUBLIC WORKS**

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**FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS**  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

October 10, 2023

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

RE: (1) Loader Mounted Snow Blower (RFP24001)

Commissioners:

On October 9, 2023, three (3) proposals were received and read for the purchase of one (1) Loader Mounted Snow Blower.

The results are as follows:

<u>Firm</u>	<u>Price for (1) with Trade</u>
Swanston Equipment	\$228,800.00.
Kodiak	\$287,800.00.
RDO Equipment	Did not meet specifications.

The review committee consisting of Ben Dow, Corey Houim, and Tom Ganje evaluated three (3) proposals and determined that one proposal was compliant. Swanston Equipment met all required specifications and the price was within expected parameters. Funding for this project is included in the 2024 Vehicle Replacement Budget.

Our recommendation is to purchase one (1) Loader Mounted Snow Blower based on the proposal from Swanston Equipment.

SUGGESTED MOTION:

For RFP24001, approve the recommendation to purchase one (1) Loader Mounted Snow Blower from Swanston Equipment totaling \$228,800.00.

Respectfully Submitted,

Tom Ganje  
Fleet Purchasing Manager

**Loader Mounted Snow Blower (RFP 24001 )  
Vehicle Replacment  
10/10/2023**

	<b>Swanston Equipment</b>	<b>Kodiak</b>	<b>RDO Equipment</b>
<b>Make</b>	Larue	Kodiak	SnoGo
<b>Model</b>	D60	LMSC 3640	Pro Blast
<b>Estimated Delivery</b>	60-90 Days	240 Days	30 Days
<b>Total Price</b>	<u>\$228,800.00</u>	<u>\$287,800.00</u>	<u>\$255,000.00</u>
<b>Met Specifications</b>	Yes	Yes	No



**City of Fargo**  
**225 4th Street North**  
**Fargo, ND 58102**  
**Phone: 701.241.1333 | Fax: 701.476.4188**  
**[www.FargoND.gov](http://www.FargoND.gov)**

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TO: BOARD OF CITY COMMISSIONERS

FROM: SCOTT OLSON, SOLID WASTE UTILITY DIRECTOR

RE: LOAN AGREEMENT CONTRACT FOR SW 23-01 AND SW 23-04

DATE: OCTOBER 12, 2023

The attached Loan Agreement contract utilizing State Revolving Loans (SRF) in its utility operations for larger capital project financing. Loan Agreement contract is for SW 23-01 and SW 23-04. This project was approved on October 2, 2023, Consent agenda, Item 34.

Suggested Motion:

Move to approve the Loan Agreement contract utilizing State Revolving Loans (SRF).

**NORTH DAKOTA  
STATE REVOLVING FUND PROGRAM**

**LOAN AGREEMENT**

**NORTH DAKOTA PUBLIC FINANCE AUTHORITY  
(Lender)**

**and**

**CITY OF FARGO, NORTH DAKOTA  
(Municipality)**

**(To be completed by Public Finance Authority)**

**Dated Date of Loan Agreement: [ \_\_\_\_\_ ], 2023**

**SRF Program (circle one): Clean Water SRF  
Drinking Water SRF**

**State Act (circle one): N.D.C.C. ch. 61-28.2 (Clean Water)  
N.D.C.C. ch. 61-28.1 (Drinking Water)**

**Summary Description of Project: engineering costs related to reclamation and  
redevelopment of former landfill site**

**Approved Loan Amount: \$701,000**

**Construction period: [ \_\_\_\_\_ ]**

**Form of municipal securities: Solid Waste Revenue Bond, Series 2023E**

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EXHIBIT A: Description of Project

EXHIBIT B: Municipal Securities Payment Schedule

EXHIBIT C: Form of North Dakota State Revolving Fund Program Certificate Relating to  
Lobbying and Litigation

## LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of [\_\_\_\_\_], 2023, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State.

### ARTICLE I

#### DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” means bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority to draw EPA capitalization grant funds for deposit in the SRF.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Environmental Quality.

“EPA” means the United State Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

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

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Loan Agreement, including any exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to the approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as that term defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the meaning given to such term in Section 3.01(f) of this Loan Agreement.



“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture or Indentures and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Utility” means the Municipality’s solid waste collection and disposal system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan in the amount not to exceed the Loan Commitment; provided that the Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Authority on the Loan Closing in forms acceptable to the Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing. The Municipality shall use the proceeds of the Loan to pay the Costs of the Project in accordance with the Municipal Bond Resolution and this Loan Agreement.

Section 2.02. Disbursement of Loan Proceeds. The Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement and the documents described in Section 2.06, (b) issuance and delivery by the Municipality of the Municipal Securities to the Authority, and (c) submission to and approval by the Department and the Authority of Requisitions for Payment in the form approved by the Department.

Section 2.03. Draws of Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, and after any applicable loan forgiveness has been applied to the Loan, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

Section 2.04. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.05. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

Section 2.06. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the Municipal Bond Resolution authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.
- (e) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.
- (f) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Authority certifying Net Revenues (as defined in the Municipal Bond Resolution) received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from Net Revenues, including the Municipal Securities during the remaining term of the outstanding municipal securities.
- (g) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

ARTICLE III

COVENANTS AND REPRESENTATIONS

Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and the Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Utility or any other system which provides revenues for upkeep and maintenance of the Project except on ninety(90) days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (I) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of the Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent solid waste utility practice, as the case may be, (i) at all times operate the Utility, including the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Utility and the Project in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions,

betterments and improvements with respect to the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Utility or other receipts of such Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement.

(f) Records: Accounts.

(i) The Municipality will, to the extent required by generally accepted government accounting principles, keep accurate records and accounts for the utility (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and will be audited annually or biennially by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's audited financial statements, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-133.

(ii) The Municipality will keep, or cause to be kept accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds used to fund the Loan. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirements allocable to Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections: Information. The Municipality will permit the Authority, the Department and the Trustee, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally,

and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee, may reasonably require in connection therewith.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority, the Municipality will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.

(ii) The Municipality shall provide notice to the Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:

- (A) Principal and interest payment delinquencies;
- (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (D) Substitution of credit or liquidity providers, if any, or their failure to perform;
- (E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
- (F) Tender offers;
- (G) Defeasances;

- (H) Rating changes;
- (I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or
- (J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:

- (K) Non-payment related defaults;
- (L) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;
- (M) Modifications to rights of holders of the Municipal Securities;
- (N) Bond Calls;
- (O) Release, substitution or sale of property securing repayment of the Municipal Securities;
- (P) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (Q) Appointment of a successor or additional trustee or the change of name of a trustee; or
- (R) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.

(iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Authority.

(vi) The Municipality agrees that from time to time it will also provide notice to the Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(vii) The Municipality will provide, in a timely manner, to the Authority, notice of a failure to satisfy the requirements of this Section.

(viii) At the request of the Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.

(k) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(l) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(m) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality will stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such an occurrence.

(n) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms attached as an exhibit to, and hereby made a part of, this Loan Agreement.

(o) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement



and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation which is attached as Exhibit C to this Loan Agreement and shall be executed and delivered by the Municipality as a condition to closing pursuant to Section 2.06 of this Loan Agreement.

(q) Compliance with Federal Laws: Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

(r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(s) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fees payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay the Administrative Fee.

Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code (unless waived in writing by the Authority), shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) if the Loan is funded with proceeds of Authority Bonds issued on a tax-exempt basis, the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code; and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable

(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is herein defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities and after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Utility.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any covenant, warranty, or representation made by or on behalf of the Municipality contained in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order to take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality

becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required to be taken under the Municipal Bond Resolution or this Loan Agreement and to take whatever other action at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority or the Trustee, if any, is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, if any, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority  
1200 Memorial Highway  
P.O. Box 5509  
Bismarck, North Dakota 58506-5509  
Attention: Executive Director

(b) Department:

North Dakota Department of Health  
Municipal Facilities  
918 East Divide Avenue, 3<sup>rd</sup> floor  
P.O. Box 5520  
Bismarck, ND 58501-1947

(c) Municipality:

City of Fargo  
200 N. 3<sup>rd</sup> Street  
Fargo, ND 58102  
Attention: Finance Director

AND

City of Fargo  
Attention: Scott Olson, Solid Waste Utility Director  
2301 8<sup>th</sup> Ave N.  
Fargo, ND 58102

Any of the foregoing parties may designate any further or different addresses to which subsequent notice, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, certificates, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

Section 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

NORTH DAKOTA PUBLIC FINANCE  
AUTHORITY

By: \_\_\_\_\_  
Executive Director

[Signature Page – Loan Agreement (2023E)]  
City of Fargo, ND – State Revolving Program Solid Waste Revenue Bond, Series 2023E



CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

Plan, design and construction to reclaim and redevelop the City's former landfill site – including leachate management and reduction.

**EXHIBIT B**

**MUNICIPAL SECURITIES PAYMENT SCHEDULE**

Clean Water Loan Info PRELIMINARY	
Loan #	148
Loan	Fargo
Interest Rate	1.50%
Administration Fee	0.50%
Loan Request	701,000.00
Loan Amount	701,000.00
Fully Funded Amount	0.00
Issuance Documentation	5,000.00
Credit Rating	Aa2
Security Type	Revenue
Closing Date	11/1/2023
First Maturity	9/1/2025
Term	30
Final Maturity	9/1/2054
First Interest	3/1/2024
First Interest Payment	1,000.00
First Admin. Payment	333.00
Debt Service Reserve Fund	32,250.00
First DSRF Payment	9/1/2025

Project Description  
Landfill Leachate - Engineering

Date	Principal	Interest	Total Principal & Interest	Annual P&I Payment	Outstanding Balance	Admin Fee	Total Payment	Annual Total Payment	Debt Service Reserve Funding
					701,000.00				
3/1/2024	-	1,000.00	1,000.00	-	701,000.00	333.00	1,333.00	-	-
9/1/2024	-	5,257.50	5,257.50	6,257.50	701,000.00	1,752.50	7,010.00	8,343.00	-
3/1/2025	-	5,257.50	5,257.50	-	701,000.00	1,752.50	7,010.00	-	-
9/1/2025	16,000.00	5,257.50	21,257.50	26,215.00	685,000.00	1,752.50	23,010.00	30,020.00	6,450.00
3/1/2026	20,000.00	5,137.50	25,137.50	30,275.00	665,000.00	1,712.50	26,850.00	33,700.00	6,450.00
9/1/2026	20,000.00	4,987.50	24,987.50	30,275.00	645,000.00	1,662.50	26,650.00	33,300.00	6,450.00
3/1/2027	20,000.00	4,837.50	24,837.50	29,875.00	625,000.00	1,612.50	26,450.00	32,900.00	6,450.00
9/1/2027	20,000.00	4,687.50	24,687.50	29,375.00	605,000.00	1,562.50	26,250.00	32,500.00	6,450.00
3/1/2028	20,000.00	4,537.50	24,537.50	28,875.00	585,000.00	1,512.50	26,050.00	32,100.00	-
9/1/2028	20,000.00	4,387.50	24,387.50	28,375.00	565,000.00	1,462.50	25,850.00	31,700.00	-
3/1/2029	20,000.00	4,237.50	24,237.50	27,875.00	545,000.00	1,412.50	25,650.00	31,300.00	-
9/1/2029	20,000.00	4,087.50	24,087.50	27,375.00	525,000.00	1,362.50	25,450.00	30,900.00	-
3/1/2030	20,000.00	3,937.50	23,937.50	26,875.00	505,000.00	1,312.50	25,250.00	30,500.00	-
9/1/2030	20,000.00	3,787.50	23,787.50	26,375.00	485,000.00	1,262.50	25,050.00	30,100.00	-
3/1/2031	20,000.00	3,637.50	23,637.50	25,875.00	465,000.00	1,212.50	24,850.00	29,700.00	-
9/1/2031	20,000.00	3,487.50	23,487.50	25,375.00	445,000.00	1,162.50	24,650.00	29,300.00	-
3/1/2032	20,000.00	3,337.50	23,337.50	24,875.00	425,000.00	1,112.50	24,450.00	28,900.00	-
9/1/2032	20,000.00	3,187.50	23,187.50	24,375.00	405,000.00	1,062.50	24,250.00	28,500.00	-
3/1/2033	20,000.00	3,037.50	23,037.50	23,875.00	385,000.00	1,012.50	24,050.00	28,100.00	-
9/1/2033	20,000.00	2,887.50	22,887.50	23,375.00	365,000.00	962.50	23,850.00	27,700.00	-
3/1/2034	20,000.00	2,737.50	22,737.50	22,875.00	345,000.00	912.50	23,650.00	27,300.00	-
9/1/2034	20,000.00	2,587.50	22,587.50	22,375.00	325,000.00	862.50	23,450.00	26,900.00	-
3/1/2035	20,000.00	2,437.50	22,437.50	21,875.00	305,000.00	812.50	23,250.00	26,500.00	-
9/1/2035	20,000.00	2,287.50	22,287.50	21,375.00	285,000.00	762.50	23,050.00	26,100.00	-
3/1/2036	20,000.00	2,137.50	22,137.50	20,875.00	265,000.00	712.50	22,850.00	25,700.00	-
9/1/2036	20,000.00	1,987.50	21,987.50	20,375.00	245,000.00	662.50	22,650.00	25,300.00	-
3/1/2037	20,000.00	1,837.50	21,837.50	19,875.00	225,000.00	612.50	22,450.00	24,900.00	-
9/1/2037	20,000.00	1,687.50	21,687.50	19,375.00	205,000.00	562.50	22,250.00	24,500.00	-
3/1/2038	20,000.00	1,537.50	21,537.50	18,875.00	185,000.00	512.50	22,050.00	24,100.00	-
9/1/2038	20,000.00	1,387.50	21,387.50	18,375.00	165,000.00	462.50	21,850.00	23,700.00	-
3/1/2039	20,000.00	1,237.50	21,237.50	17,875.00	145,000.00	412.50	21,650.00	23,300.00	-
9/1/2039	20,000.00	1,087.50	21,087.50	17,375.00	125,000.00	362.50	21,450.00	22,900.00	-
3/1/2040	20,000.00	937.50	20,937.50	16,875.00	105,000.00	312.50	21,250.00	22,500.00	-
9/1/2040	20,000.00	787.50	20,787.50	16,375.00	85,000.00	262.50	21,050.00	22,100.00	-
3/1/2041	20,000.00	637.50	20,637.50	15,875.00	65,000.00	212.50	20,850.00	21,700.00	-
9/1/2041	20,000.00	487.50	20,487.50	15,375.00	45,000.00	162.50	20,650.00	21,300.00	-
3/1/2042	20,000.00	337.50	20,337.50	14,875.00	25,000.00	112.50	20,450.00	20,900.00	-
9/1/2042	20,000.00	187.50	20,187.50	14,375.00	5,000.00	62.50	20,250.00	20,500.00	-
3/1/2043	20,000.00	37.50	20,037.50	13,875.00	-	12.50	20,050.00	20,100.00	-
9/1/2043	20,000.00	-	20,000.00	13,375.00	-	-	20,000.00	20,000.00	-
3/1/2044	20,000.00	-	20,000.00	12,875.00	-	-	20,000.00	20,000.00	-
9/1/2044	20,000.00	-	20,000.00	12,375.00	-	-	20,000.00	20,000.00	-
3/1/2045	20,000.00	-	20,000.00	11,875.00	-	-	20,000.00	20,000.00	-
9/1/2045	20,000.00	-	20,000.00	11,375.00	-	-	20,000.00	20,000.00	-
3/1/2046	20,000.00	-	20,000.00	10,875.00	-	-	20,000.00	20,000.00	-
9/1/2046	20,000.00	-	20,000.00	10,375.00	-	-	20,000.00	20,000.00	-
3/1/2047	20,000.00	-	20,000.00	9,875.00	-	-	20,000.00	20,000.00	-
9/1/2047	20,000.00	-	20,000.00	9,375.00	-	-	20,000.00	20,000.00	-
3/1/2048	20,000.00	-	20,000.00	8,875.00	-	-	20,000.00	20,000.00	-
9/1/2048	20,000.00	-	20,000.00	8,375.00	-	-	20,000.00	20,000.00	-
3/1/2049	20,000.00	-	20,000.00	7,875.00	-	-	20,000.00	20,000.00	-
9/1/2049	20,000.00	-	20,000.00	7,375.00	-	-	20,000.00	20,000.00	-
3/1/2050	20,000.00	-	20,000.00	6,875.00	-	-	20,000.00	20,000.00	-
9/1/2050	20,000.00	-	20,000.00	6,375.00	-	-	20,000.00	20,000.00	-
3/1/2051	20,000.00	-	20,000.00	5,875.00	-	-	20,000.00	20,000.00	-
9/1/2051	20,000.00	-	20,000.00	5,375.00	-	-	20,000.00	20,000.00	-
3/1/2052	20,000.00	-	20,000.00	4,875.00	-	-	20,000.00	20,000.00	-
9/1/2052	20,000.00	-	20,000.00	4,375.00	-	-	20,000.00	20,000.00	-
3/1/2053	20,000.00	-	20,000.00	3,875.00	-	-	20,000.00	20,000.00	-
9/1/2053	20,000.00	-	20,000.00	3,375.00	-	-	20,000.00	20,000.00	-
3/1/2054	20,000.00	-	20,000.00	2,875.00	-	-	20,000.00	20,000.00	-
9/1/2054	20,000.00	-	20,000.00	2,375.00	-	-	20,000.00	20,000.00	-
<b>Total</b>	<b>\$ 701,000.00</b>	<b>\$ 183,197.50</b>	<b>\$ 884,197.50</b>	<b>\$ 884,197.50</b>	<b>\$ -</b>	<b>\$ 61,065.00</b>	<b>\$ 945,262.50</b>	<b>\$ 945,262.50</b>	<b>\$ 32,250.00</b>

**EXHIBIT C**

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM  
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

[ \_\_\_\_\_ ], 2023

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the “Loan Agreement”)), and as such officials, they are familiar with the Municipality’s property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated as of the date first written above.

CITY OF FARGO, NORTH DAKOTA

By \_\_\_\_\_  
Mayor

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

**NORTH DAKOTA  
STATE REVOLVING FUND PROGRAM**

**LOAN AGREEMENT**

**NORTH DAKOTA PUBLIC FINANCE AUTHORITY  
(Lender)**

**and**

**CITY OF FARGO, NORTH DAKOTA  
(Municipality)**

**(To be completed by Public Finance Authority)**

**Dated Date of Loan Agreement: [\_\_\_\_\_] , 2023**

**SRF Program (circle one): Clean Water SRF  
Drinking Water SRF**

**State Act (circle one): N.D.C.C. ch. 61-28.2 (Clean Water)  
N.D.C.C. ch. 61-28.1 (Drinking Water)**

**Summary Description of Project: reclamation and redevelopment of former landfill  
site**

**Approved Loan Amount: \$10,647,000**

**Construction period: [\_\_\_\_\_]**

**Form of municipal securities: Solid Waste Revenue Bond, Series 2023F**

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EXHIBIT A: Description of Project

EXHIBIT B: Municipal Securities Payment Schedule

EXHIBIT C: Form of North Dakota State Revolving Fund Program Certificate Relating to  
Lobbying and Litigation



## LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of [\_\_\_\_], 2023, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State.

### ARTICLE I

#### DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Environmental Quality.

“EPA” means the United States Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

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

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.06 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Loan Repayments” means the payments payable by the Municipality to the Authority pursuant to this Loan Agreement, the Municipal Bond Resolution, and the Municipal Securities.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Utility” means the Municipality’s solid waste collection and disposal system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan in the amount not to exceed the Loan Commitment; provided that the Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Authority on the Loan Closing in forms acceptable to the Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing. The Municipality shall use the proceeds of the Loan to pay the Costs of the Project in accordance with the Municipal Bond Resolution and this Loan Agreement.

Section 2.02. Disbursement of Loan Proceeds. The Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement and the documents described in Section 2.06, (b) issuance and delivery by the Municipality of the Municipal Securities to the Authority, and (c) submission to and approval by the Department and the Authority of Requisitions for Payment in the form approved by the Department.

Section 2.03. Draws of Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, and after any applicable loan forgiveness has been applied to the Loan, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

Section 2.04. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.05. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

Section 2.06. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the Municipal Bond Resolution authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.
- (e) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.
- (f) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Authority certifying Net Revenues received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from the Net Revenues, including the Municipal Securities during the remaining term of the outstanding municipal securities.
- (g) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

ARTICLE III

COVENANTS AND REPRESENTATIONS

Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and the Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project, the Utility, or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project or the Utility unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent solid waste utility practice, as the case may be, (i) at all times operate the Project, the Utility, and the properties associated with and operated in conjunction with the Project, the Utility, and any business in connection therewith in an efficient manner, (ii) maintain the Project, the Utility in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Project and the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly and

advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Project or the Utility, or other receipts of such Project or Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement.

(f) Records; Accounts.

(i) The Municipality will, to the extent required by generally accepted government accounting principles, keep accurate records and accounts for the utility (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and will be audited annually or biennially by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's audited financial statements, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-133.

(ii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections; Information. The Municipality will permit the Authority, the Department, and the Trustee, and any designated party to examine, visit and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems

Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority, the Municipality will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning, of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Authority such financial information and operating data with respect to the Municipality at such time and in such forms as the Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality. The Municipality shall provide notice to the Authority in a timely manner, not in excess of ten (10) business days after any of the following events with respect to the Municipal Securities:

- (A) principal and interest payment delinquencies;
- (B) non-payment related defaults, if material;
- (C) unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) substitution of credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (G) modifications to rights of security holders, if material;
- (H) bond calls, if material, and tender offers;



- (I) defeasances;
- (J) release, substitution, or sale of property securing repayment of the securities, if material;
- (K) rating changes;
- (L) bankruptcy, insolvency, receivership or similar event of the Municipality;
- (M) the consummation of a merger, consolidation, or acquisition involving the Municipality or the sale of all or substantially all of the assets of the municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (O) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(ii) For the purposes of the event identified in subsection (i)(L), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(iii) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Authority.

(iv) The Municipality agrees that from time to time it will also provide notice to the Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(v) The Municipality will provide, in a timely manner, to the Authority, notice of a failure to satisfy the requirements of this paragraph (j).

(vi) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(vii) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.

(viii) The intent of the Municipality's undertaking pursuant to this paragraph (i) is to facilitate the Authority's ability to comply with the requirements of the Rule. Accordingly, the Municipality agrees to provide the Authority with any information the Authority may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

(ix) The Municipality will promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality, or in the ability to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Municipal Securities.

(k) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(l) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(m) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to

be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.

(n) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms as an exhibit to, and hereby made a part of, this Loan Agreement.

(o) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation which is attached as Exhibit C to this Loan Agreement and shall be executed by the Municipality as a condition to closing pursuant to Section 2.06 of this Loan Agreement.

(q) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

(r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(s) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fees payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fees.

Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code, shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code; and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities and after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Project or the Utility.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any covenant, warranty, or representation made by or on behalf of the Municipality contained in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time the Municipality

becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required to be taken under the Municipal Bond Resolution or this Loan Agreement and to take whatever other action at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to the Authority or the Trustee, is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

ARTICLE VI  
MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority  
1200 Memorial Highway  
P.O. Box 5509  
Bismarck, North Dakota 58506-5509  
Attention: Executive Director

(b) Department:

North Dakota Department of Health  
Municipal Facilities  
918 East Divide Avenue, 3<sup>rd</sup> floor  
P.O. Box 5520  
Bismarck, ND 58501-1947

(c) Municipality:

City of Fargo  
200 N. 3<sup>rd</sup> Street  
Fargo, ND 58102  
Attention: Finance Director

AND

City of Fargo  
Attention: Scott Olson, Solid Waste Utility Director  
2301 8<sup>th</sup> Ave N.  
Fargo, ND 58102

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.



Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

Section 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

NORTH DAKOTA PUBLIC FINANCE  
AUTHORITY

By: \_\_\_\_\_  
DeAnn Ament, Executive Director

[Signature Page –Loan Agreement (2023F)]  
City of Fargo, ND – State Revolving Program Solid Waste Revenue Bond, Series 2023F

CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

Reclamation and redevelopment of the City's former landfill site.

**EXHIBIT B**

**MUNICIPAL SECURITIES PAYMENT SCHEDULE**

Clean Water Loan Info PRELIMINARY	
Loan #	148
Loan	Purge
Interest Rate	1.50%
Administration Fee	0.50%
Loan Request	10,647,000.00
Loan Forgiveness	-1,502,000.00
Loan Amount	9,145,000.00
Fully Funded Amount	0.00
Insurance Determination	5,000.00
Credit Rating	Aa2
Security Type	Revenue
Closing Date	11/1/2023
First Maturity	9/1/2025
Term	30
Final Maturity	9/1/2054
First Interest Payment	3/1/2024
First Admin. Payment	2/28/2024
Debt Service Reserve Fund	411,075.00
First DSRF Payment	9/1/2025

Project Description  
Landfill Leachate - Construction

Date	Principal	Interest	Total Principal & Interest	Annual P&I Payment	Outstanding Balance	Admin. Fee	Total Payment	Annual Total Payment	Debt Service Reserve Funding
3/1/2024	-	20,000.00	20,000.00	-	9,145,000.00	4,666.00	26,666.00	-	-
9/1/2024	-	68,587.50	68,587.50	88,587.50	9,145,000.00	22,862.50	91,450.00	118,116.00	-
3/1/2025	-	68,587.50	68,587.50	-	9,145,000.00	22,862.50	91,450.00	-	-
9/1/2025	225,000.00	68,587.50	293,587.50	362,175.00	8,920,000.00	22,862.50	316,450.00	407,900.00	\$2,215.00
3/1/2026	-	66,900.00	66,900.00	-	8,920,000.00	22,300.00	89,200.00	-	-
9/1/2026	230,000.00	66,900.00	296,900.00	363,800.00	8,690,000.00	22,300.00	319,200.00	408,400.00	\$2,215.00
3/1/2027	-	65,175.00	65,175.00	-	8,690,000.00	21,725.00	86,900.00	-	-
9/1/2027	235,000.00	65,175.00	300,175.00	365,350.00	8,455,000.00	21,725.00	321,900.00	408,300.00	\$2,215.00
3/1/2028	-	63,412.50	63,412.50	-	8,455,000.00	21,137.50	84,550.00	-	-
9/1/2028	240,000.00	63,412.50	303,412.50	366,825.00	8,215,000.00	21,137.50	324,550.00	409,100.00	\$2,215.00
3/1/2029	-	61,612.50	61,612.50	-	8,215,000.00	20,537.50	82,150.00	-	-
9/1/2029	245,000.00	61,612.50	306,612.50	368,225.00	7,970,000.00	20,537.50	327,150.00	409,300.00	\$2,215.00
3/1/2030	-	59,775.00	59,775.00	-	7,970,000.00	19,925.00	79,700.00	-	-
9/1/2030	250,000.00	59,775.00	309,775.00	369,550.00	7,720,000.00	19,925.00	329,700.00	409,400.00	-
3/1/2031	-	57,900.00	57,900.00	-	7,720,000.00	19,300.00	77,200.00	-	-
9/1/2031	255,000.00	57,900.00	312,900.00	370,800.00	7,465,000.00	19,300.00	332,200.00	409,400.00	-
3/1/2032	-	55,987.50	55,987.50	-	7,465,000.00	18,662.50	74,650.00	-	-
9/1/2032	260,000.00	55,987.50	315,987.50	371,975.00	7,205,000.00	18,662.50	334,650.00	409,300.00	-
3/1/2033	-	54,037.50	54,037.50	-	7,205,000.00	18,012.50	72,050.00	-	-
9/1/2033	265,000.00	54,037.50	319,037.50	373,075.00	6,940,000.00	18,012.50	337,050.00	409,100.00	-
3/1/2034	-	52,050.00	52,050.00	-	6,940,000.00	17,350.00	69,400.00	-	-
9/1/2034	270,000.00	52,050.00	322,050.00	374,100.00	6,670,000.00	17,350.00	339,400.00	408,800.00	-
3/1/2035	-	50,025.00	50,025.00	-	6,670,000.00	16,675.00	66,700.00	-	-
9/1/2035	275,000.00	50,025.00	325,025.00	375,050.00	6,395,000.00	16,675.00	341,700.00	408,400.00	-
3/1/2036	-	47,962.50	47,962.50	-	6,395,000.00	15,987.50	63,950.00	-	-
9/1/2036	280,000.00	47,962.50	327,962.50	375,925.00	6,115,000.00	15,987.50	343,950.00	407,900.00	-
3/1/2037	-	45,862.50	45,862.50	-	6,115,000.00	15,287.50	61,150.00	-	-
9/1/2037	285,000.00	45,862.50	330,862.50	376,725.00	5,830,000.00	15,287.50	346,150.00	407,300.00	-
3/1/2038	-	43,725.00	43,725.00	-	5,830,000.00	14,575.00	58,300.00	-	-
9/1/2038	290,000.00	43,725.00	333,725.00	377,450.00	5,540,000.00	14,575.00	348,300.00	406,600.00	-
3/1/2039	-	41,550.00	41,550.00	-	5,540,000.00	13,850.00	55,400.00	-	-
9/1/2039	295,000.00	41,550.00	336,550.00	378,100.00	5,245,000.00	13,850.00	350,400.00	405,800.00	-
3/1/2040	-	39,337.50	39,337.50	-	5,245,000.00	13,112.50	52,450.00	-	-
9/1/2040	300,000.00	39,337.50	344,337.50	383,675.00	4,940,000.00	13,112.50	357,450.00	409,900.00	-
3/1/2041	-	37,050.00	37,050.00	-	4,940,000.00	12,350.00	49,400.00	-	-
9/1/2041	310,000.00	37,050.00	347,050.00	384,100.00	4,630,000.00	12,350.00	359,400.00	408,800.00	-
3/1/2042	-	34,725.00	34,725.00	-	4,630,000.00	11,575.00	46,300.00	-	-
9/1/2042	315,000.00	34,725.00	349,725.00	384,450.00	4,315,000.00	11,575.00	361,300.00	407,600.00	-
3/1/2043	-	32,362.50	32,362.50	-	4,315,000.00	10,787.50	43,150.00	-	-
9/1/2043	320,000.00	32,362.50	352,362.50	384,725.00	3,995,000.00	10,787.50	363,150.00	406,300.00	-
3/1/2044	-	29,962.50	29,962.50	-	3,995,000.00	9,987.50	39,950.00	-	-
9/1/2044	330,000.00	29,962.50	359,962.50	389,925.00	3,665,000.00	9,987.50	369,950.00	409,900.00	-
3/1/2045	-	27,487.50	27,487.50	-	3,665,000.00	9,162.50	36,650.00	-	-
9/1/2045	335,000.00	27,487.50	362,487.50	389,975.00	3,330,000.00	9,162.50	371,650.00	408,300.00	-
3/1/2046	-	24,975.00	24,975.00	-	3,330,000.00	8,325.00	33,300.00	-	-
9/1/2046	340,000.00	24,975.00	364,975.00	389,950.00	2,990,000.00	8,325.00	373,300.00	406,600.00	-
3/1/2047	-	22,425.00	22,425.00	-	2,990,000.00	7,475.00	29,900.00	-	-
9/1/2047	350,000.00	22,425.00	372,425.00	394,850.00	2,640,000.00	7,475.00	379,900.00	409,800.00	-
3/1/2048	-	19,800.00	19,800.00	-	2,640,000.00	6,600.00	26,400.00	-	-
9/1/2048	355,000.00	19,800.00	374,800.00	394,400.00	2,285,000.00	6,600.00	381,400.00	407,800.00	-
3/1/2049	-	17,137.50	17,137.50	-	2,285,000.00	5,712.50	22,850.00	-	-
9/1/2049	360,000.00	17,137.50	377,137.50	394,275.00	1,925,000.00	5,712.50	382,850.00	405,700.00	-
3/1/2050	-	14,437.50	14,437.50	-	1,925,000.00	4,812.50	19,250.00	-	-
9/1/2050	370,000.00	14,437.50	384,437.50	398,875.00	1,555,000.00	4,812.50	389,250.00	408,500.00	-
3/1/2051	-	11,662.50	11,662.50	-	1,555,000.00	3,887.50	15,550.00	-	-
9/1/2051	375,000.00	11,662.50	386,662.50	398,325.00	1,180,000.00	3,887.50	390,550.00	406,100.00	-
3/1/2052	-	8,850.00	8,850.00	-	1,180,000.00	2,950.00	11,800.00	-	-
9/1/2052	385,000.00	8,850.00	393,850.00	402,700.00	795,000.00	2,950.00	396,800.00	408,600.00	-
3/1/2053	-	5,962.50	5,962.50	-	795,000.00	1,987.50	7,950.00	-	-
9/1/2053	390,000.00	5,962.50	395,962.50	401,925.00	405,000.00	1,987.50	397,950.00	405,900.00	-
3/1/2054	-	3,037.50	3,037.50	-	405,000.00	1,012.50	4,050.00	-	-
9/1/2054	405,000.00	3,037.50	408,037.50	411,075.00	-	1,012.50	409,050.00	413,100.00	-
<b>Total</b>	<b>\$ 9,145,000.00</b>	<b>\$ 2,416,137.50</b>	<b>\$ 11,561,137.50</b>	<b>\$ 11,561,137.50</b>	<b>\$ 805,379.20</b>	<b>\$ 11,366,516.00</b>	<b>\$ 12,366,516.00</b>	<b>\$ 411,075.00</b>	

**EXHIBIT C**

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM  
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

[ \_\_\_\_\_ ], 2023

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the “Loan Agreement”)), and as such officials, they are familiar with the Municipality’s property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated as of the date first written above.

CITY OF FARGO, NORTH DAKOTA

By \_\_\_\_\_  
Mayor

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

