

FARGO CITY COMMISSION AGENDA
Monday, October 2, 2023 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:30 p.m. and retire into Executive Session in the Red River Room with respect to the proposed agreement between the City and T&K Property Management LLC, the City Commission will meet in Executive Session to consult with the City's attorneys and the City's negotiators as well because there is a reasonable likelihood that civil litigation will occur relating to the project that is the subject of the proposed agreement and public discussion would have an adverse fiscal effect on the City's litigation and or bargaining position, this Executive Session is authorized by North Dakota Century Code 44-04-19.1 subsection 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. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 18, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for The Wave Water Park project to the ND Opportunity Fund.
- 2. 2nd reading and final adoption of an Ordinance Amending Section 8-1321 of Article 8-13 of Chapter 8 of the Fargo Municipal Code Relating to Use of Safety Belts Required in Certain Motor Vehicles.
- 3. Waive 2nd reading of an Ordinance Enacting Article 3-24 of Chapter 3 of the Fargo Municipal Code Relating to a Lodging Tax for Fargodome Including Conference Center; and to place the Ordinance on the agenda for the Regular Meeting of the City Commission on December 26, 2023, for possible final passage and enactment.
- 4. Waive 2nd reading of an Ordinance Enacting Article 3-25 of Chapter 3 of the Fargo Municipal Code Relating to a Sales Tax for Fargodome Including Conference Center; and to place the Ordinance on the agenda for the Regular Meeting of the City Commission on December 26, 2023, for possible final passage and enactment.
- 5. Applications for Games of Chance:
 - a. Delta Delta Delta for a raffle on 10/13/23.
 - b. Eagles Elementary PTA for bingo on 10/27/23 and 2/12/24.
 - c. St. John Paul II Catholic Schools for a calendar raffle from 10/13/23 through 10/24/23.
 - d. Eventide for a raffle and raffle board on 10/13/23.

- e. River Keepers for a raffle on 10/19/23.
 - f. Red River Children's Advocacy Center for a raffle and raffle board on 10/27/23.
 - g. Homeward Animal Shelter for a raffle on 10/27/23.
6. Direct the City Attorney to Amend Fargo Municipal Code 25-1508 (F) adding three additional alcoholic beverage licenses to the Class "C" and Class "W" Classifications.
 7. Extension of a Class "FA" Alcoholic Beverage License for Prairie Pasta, Inc. d/b/a Johnny Carino's until 3/31/24.
 8. 2024 City Commission meeting dates.
 9. Contract and bond for Project No. BP-23-0.
 10. ND Department of Transportation Cost Participation, Construction and Maintenance Agreement for LPA Federal Aid Project (Project No. QR-24-A1).
 11. Consent to Construction Agreement with 9th & Main, LLC at 1387 55th Street North.
 12. Change Order No. 1 in the amount of \$65,450.00 and associated 35-day time extension to the substantial and final completion dates of 10/27/23 and 11/13/23 for Project No. SR-23-A1.
 13. Final Balancing Change Order No. 6 in the amount of \$0.00 for Project No. MP-20-A2.
 14. Negative Final Balancing Change Order No. 1 in the amount of -\$4,706.72 for Project No. PR-23-A1.
 15. Contract Amendment No. 2 with Apex Engineering in the amount of \$94,559.00 for Improvement District No. BR-23-G0.
 16. Create Improvement District No. BR-24-A (Paving and Utility Rehab/Reconstruction).
 17. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) with Easter Seals Good Will ND, Inc. (Improvement District No. BR-23-G2).
 18. Easement (Temporary Construction Easement) with FM Property Pros II, LLC (Improvement District No. BR-24-A1).
 19. Notice of Grant Award from the ND Department of Emergency Services for FY2023 Emergency Management Performance Grant (CFDA #97.042 EMPG).
 20. Extension of the Agreement with R.L. Engebretson Architects Fargo LLC for Phase 2 of Architectural Services at the FARGODOME (RFQ18084).
 21. Change Order No. 4 in the amount of \$5,880.00 for Fire Station No. 8 construction.
 22. Direct the City Attorney to review Articles 13-10, 13-14 and 13-18.
 23. Notice of Grant Award from the ND Department of Health and Human Services for the Community Grant Program (CFDA #93.991).
 24. Notice of Grant Award from the ND Department of Health and Human Services for maternal and child health programs (CFDA #93.994).

25. Notice of Grant Award from the ND Department of Health and Human Services for the Women, Infant and Children program (CFDA #10.557).
26. Master Clinical Affiliation Agreement with the University of North Dakota.
27. Vacate the Findings of Fact, Conclusions and Order for property located at 509 21st Street North.
28. Set October 16, 2023 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building at 924 7th Street South.
29. Updated art concept for the Skyway Mosaic project.
30. Notice of Grant Award from the ND Department of Emergency Services (NDDDES) in the amount of \$338,921.00 for the Fargo Police Department-Red River Valley Bomb Squad.
31. Bid award to Nelson Auto Center in the amount of \$56,173.00 for the purchase of one Ford F-450 (PBC23377).
32. Piggyback purchase through the Sourcewell Cooperative Contract with Custom Fire Apparatus Inc. in the amount of \$628,464.59 for the purchase of a 2024 Fire Pumper Truck (PBC24002).
33. Extension of the 2022/2023 Services Agreement - Snow Groomer Equipment Services with Midwest Snow Services LLC for the 2023/2024 Winter Season (RFP22156).
34. Resolutions Authorizing the Issuance and Sale of \$701,000.00 and \$10,647,000.00 City of Fargo Solid Waste Revenue Bonds, Series 2023E and Series 2023F.
35. Bid award to Excavating Inc. in the amount of \$6,165,624.20 for Cell 21 Waste Excavation and Construction Project No. SW 23-04.
36. ND Department of Transportation Section 5310 Transit Grant Agreement for Capital Assistant Program for elderly persons and persons with disabilities (CFDA #20.513).
37. Services Agreement with the Minnesota Municipal Utilities Association for OSHA/DOT safety training at the Water Treatment Plant (EX24003).
38. Bills.

REGULAR AGENDA:

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

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

40. **PUBLIC HEARING** – EOLA Second Addition (4410, 4415, 4448, 4470, 4471 and 4474 24th Avenue South; 4417 and 4477 26th Avenue South); approval recommended by the Planning Commission on 7/6/23 and 9/7/23:
 - a. PUD, Planned Unit Development Master Land Use Plan amendment.
 - b. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development to GC, General Commercial, with an amended PUD, Planned Unit Development overlay.
 - c. 1st reading of rezoning Ordinance (EOLA Addition).

- d. 1st reading of rezoning Ordinance (EOLA Second Addition).
- e. Plat of EOLA Second Addition.

- 41. **PUBLIC HEARING** – Hearing on a dangerous building located at 1809 14th Avenue South.
- 42. **PUBLIC HEARING** – Application filed by Corvent Medical, Inc. for a property tax exemption for a project to be located at 4837 Amber Valley Parkway South which the applicant will use for the manufacturing of medical ventilators, warehousing ventilators and accessories used with ventilators.
- 43. **PUBLIC HEARING** – Changes to MATBUS Route 18.
- 44. **PUBLIC HEARING** - Special Assessment List for Business Improvement District (BID) fees and unpaid utility bills.
- 45. **PUBLIC HEARING** - Special Assessments for the 2022 New and Reconstruction of City Ordered Sidewalks (Project No. SR-22-A).
- 46. **PUBLIC HEARING** - Special Assessments for the 2022 New and Reconstruction of City Ordered Sidewalks (Project No. SR-22-B).
- 47. **PUBLIC HEARING** - Special Assessment List for the following Improvement Districts, all having been approved by the Special Assessment Commission on 8/29/23:
 - a. Alley Paving Improvement District No. AN-21-A.
 - b. Grading, Salvaged Base, P.C.C. Pavement, Storm Sewer, Water Main, Traffic Signal, Lighting and Shared Use Path Improvement District No. BN-20-A
 - c. New Bridge, Underground Utilities, Paving, Shared Use Path and Structure and Incidentals Improvement District No. BN-21-A.
 - d. New Paving and Utility Construction Improvement District No. BN-21-B.
 - e. New Paving and Utility Construction Improvement District No. BN-21-E.
 - f. New Paving and Utility Construction Improvement District No. BN-21-H.
 - g. New Paving and Utility Construction Improvement District No. BN-21-L.
 - h. New Paving and Utility Construction Improvement District No. BN-22-A.
 - i. New Paving and Utility Construction Improvement District No. BN-22-B.
 - j. New Paving and Utility Construction Improvement District No. BN-22-J.
 - k. New Paving and Utility Construction Improvement District No. BN-22-K.
 - l. New Paving and Utility Construction Improvement District No. BN-22-N.
 - m. Water Main Replacement, Storm Sewer, Street Reconstruction and Incidentals Improvement District No. BR-21-C.
 - n. Paving and Utility Rehab/Reconstruction Improvement District No. BR-21-E.
 - o. Paving and Utility Rehab/Reconstruction Improvement District No. BR-22-F.
 - p. Drain 53 Improvement Project No. 2019-01; SE Cass WRD Improvement District No. FM-20-C.
 - q. Southwest Regional Pond Phase 1 Improvement District No. FP-19-A.
 - r. Storm Sewer Lift Station Rehab/Reconstruction and Incidentals Improvement District No. NR-20-A.
 - s. Asphalt Wear Course Improvement District No. PN-22-A.
 - t. New Paving Construction Improvement District No. PN-23-C.
 - u. Concrete Paving Rehab/Reconstruction Improvement District No. PR-21-F.
 - v. Concrete Paving Rehab/Reconstruction Improvement District No. PR-22-C.
 - w. Seal Coat Improvement District No. PR-22-E.

- x. Asphalt Mill and Overlay Improvement District No. PR-22-F.
 - y. Asphalt Paving Rehab/Reconstruction Improvement District No. PR-22-G.
 - z. Street Lighting and Incidentals Improvement District No. SL-21-B.
 - aa. Street Lighting and Incidentals Improvement District No. SL-21-C.
 - bb. Traffic Signal Improvements Improvement District No. TN-22-A.
 - cc. New Utility Construction Improvement District No. UN-22-M.
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- 48. **PUBLIC HEARING** – CONTINUED to 10/30/23 – Application for a Class “FA” Alcoholic Beverage License for El Agave Mexican Restaurant, LLC d/b/a El Agave Mexican Restaurant to be located at 2581 45th Street South.
 - 49. **PUBLIC HEARING** – CONTINUED to 10/30/23 – Transfer of a Class “FA” Alcoholic Beverage License from Prairie Pasta, Inc. d/b/a Johnny Carino’s to Summit Night Club d/b/a Cairo Restaurant and Nightclub to be located at 4554 7th Avenue South.
 - 50. **PUBLIC HEARING** – Transfer of a Class “AB” Alcoholic Beverage License to Chub’s Pub and Package Place, Inc. d/b/a Chub’s Pub and Package Place at 421 University Drive (ownership change).
 - 51. **PUBLIC HEARING** – Application for a Class “GH” Alcoholic Beverage License for Dami and Company, LLC d/b/a SOHO23 to be located at 1450 25th Street South.
 - 52. **PUBLIC HEARING** – Application for a Class “W” Alcoholic Beverage License for Uncorked Lounge LLC d/b/a Uncorked Lounge to be located at 5601 33rd Avenue South.
 - 53. **PUBLIC HEARING** – Application for a Class “CW” Alcoholic Beverage License for The 40Fifty Lounge, LLC d/b/a The 40Fifty Lounge to be located at 2551 45th Street South Unit 129.
 - 54. **PUBLIC HEARING** – Application for a Class “W” Alcoholic Beverage License for The 1889, LLC d/b/a The 1889 to be located at 602 Main Avenue.
 - 55. Recommendations for the Main Avenue Reconstruction Project – University Drive to 25th Street (Improvement District No. BR-23-A1).
 - 56. Recommendation to approve the Agreement to Grant Emergency Egress Easement and to Grant Option for Parking Lease with T&K Property Management LLC, as presented.
 - 57. Recommendation to approve the Preliminary Budget as the Final Budget for 2024 and the proposed tax levies.
 - 58. Recommendations for appointments to the following Boards and Commissions:
 - a. Human Rights Commission.
 - b. Library Board.
 - 59. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Roger and Canan Green, 3380 Maplewood Court South (5 years).
 - b. Adam Halter, 1421 12th Street South (5 years).
 - c. Cory and Laura Marcuson, 3013 9th Street North (5 years).
 - d. Brian Dahlin, 1431 4th Avenue South (5 years).
 - e. Peggy Bokn, 2409 Parkview Drive South (5 years).
 - f. Brent Merrigan, 715 3rd Street North (5 years).

60. Liaison Commissioner Assignment Updates.

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

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

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City of Fargo Staff Report			
Title:	EOLA Second Addition	Date: Update: Update: Update:	June 1, 2023 June 30, 2023 August 30, 2023 September 26, 2023
Location:	4410, 4415, 4448, 4470, 4471, and 4474 24th Avenue South; 4417 and 4477 26th Avenue South	Staff Contact:	Maegin Elshaug, planning coordinator
Legal Description:	Lots 1-2, Block 1, and Lots 1-5, Block 2, EOLA Addition		
Owner(s)/Applicant:	Makt LLC; EOLA Landholdings, LLC / EPIC Companies	Engineer:	MBN Engineering / RJN Surveyors
Entitlements Requested:	Minor Subdivision (replat of Lots 1-5, Block 2, EOLA Addition, to the City of Fargo, Cass County, North Dakota); Zone Change (from GC, General Commercial with a PUD, Planned Unit Development to GC, General Commercial, with an amended PUD, Planned Unit Development overlay); and PUD Master Land Use Plan (amendment)		
Status:	City Commission Public Hearing: October 2, 2023		

Existing	Proposed
Land Use: Mixed-Use Development	Land Use: no change
Zoning: GC, General Commercial with a PUD Overlay	Zoning: GC, General Commercial with an amended PUD Overlay
Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities , health care facilities, parks and open space, religious institutions, safety services, adult establishment , offices, off-premise advertising , commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair , limited vehicle service , aviation , surface transportation , and major entertainment events. Plus a PUD allowing Residential use (ordinance 5336)	Uses Allowed: no change
Maximum Density Allowed: 70 units per acre	Maximum Density Allowed: no change
Maximum Lot Coverage Allowed: 85% maximum building coverage	Maximum Lot Coverage Allowed: no change

Proposal:
<p>Update September 27, 2023: At the July 6, 2023 Planning Commission meeting, three entitlements were reviewed and recommended for approval: 1) Major Subdivision with subdivision waiver for street right of way width; 2) Zone Change (amending the Planned Unit Development Overlay requirements); and 3) Planned Unit Development Master Land Use Plan amendment. After that meeting, the applicant revised the application and no longer proposed to dedicate right of way. Changes to the plat (now a minor subdivision and does not need a subdivision waiver) and PUD Master Land Use Plan were brought to the Planning Commission for review again at the September 7, 2023 Planning Commission meeting. At that time, there was no change in the zoning (the PUD overlay requirements) from what the Planning Commission previously reviewed in July.</p>

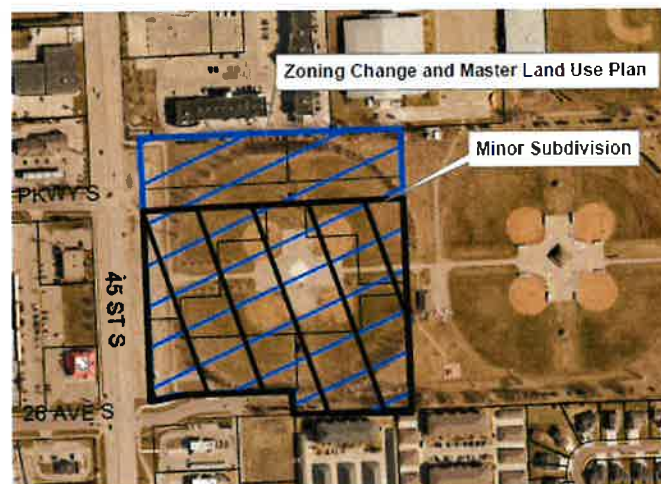
Update to Zoning Ordinance – September 27, 2023: Since the Planning Commission review of the zoning ordinance, the applicant has requested to include the accommodation for a skyway that would connect a potential parking ramp to the water park and hotel, over 24th Avenue South. This change results in reducing the setback on the associated lots to zero feet, only for the skyway. See PUD Overlay section later in the staff report on the provision. In order for the skyway to be constructed, additional approvals through the City are necessary.

The applicant requests three entitlements:

1. **Minor Subdivision** (replat of Lots 1-5, Block 2, EOLA Addition);
2. **Zone Change** (from GC, General Commercial with a PUD, Planned Unit Development to GC, General Commercial, with an amended PUD, Planned Unit Development overlay);
3. **PUD Master Land Use Plan** (amendment)

Entitlement Request Location

Zoning change (PUD overlay amendment) and Master Land Use Plan amendment (blue) encompasses the subject area. The minor subdivision (black) includes the area south of 24th Avenue South.



History

In May 2021, the EOLA Addition PUD was approved, which allowed the development of a mixed-use development on 16.7 acres, that included eight 7-10-story buildings and 4-acre public open space in the center, as well as a parking structure in the northeast corner. In October 2021, the Planning Commission approved a Final Plan for the structures on the west side south of 24th Avenue South, which are currently under construction. In February 2022, a zoning change (ordinance 5336) was approved that modified several requirements with the original PUD relating to building height and screening of rooftop units.

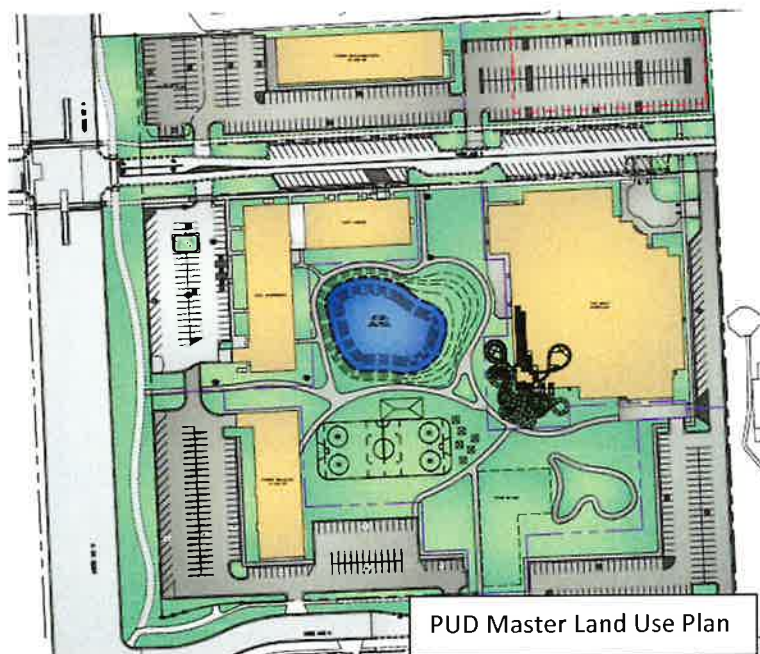
Since the previous PUD approval, the development plans have changed. The applicant is now proposing to include a water park with attached hotel.

Minor Subdivision

In order to accommodate the development changes, the applicant has applied for a subdivision, EOLA Second Addition, to create one (1) block and five (5) lots for the subject property. The subdivision will no longer dedicate right of way, but access will remain via a public access easement that was originally dedicated with EOLA Addition. There is no amenities plan with this plat.

PUD Master Land Use Plan

The image to the right is the amended Master Land Use Plan submitted by the applicant, which has been updated since the July 6, Planning Commission meeting. The applicant proposes mixed-use buildings, and large public park, with changes on the west to include indoor waterpark and hotel



and removal of two buildings on the south with additional parking. A ramp is indicated in the northwest by red dotted line, which may proceed in the future if the plan is approved. Two structures are already under construction, just northwest of the pond. The PUD Master Land Use Plan shows the building envelope of the structures, parking and circulation, and open space. Note that if the zoning change and the Master Land Use Plan are approved by the City Commission, the Planning Commission will review the Final Plans for the PUD at their October 3, 2023 Planning Commission meeting.

The applicant is proposing to include the parking ramp in review of the master plan, should it move forward and be constructed. The plan indicates surface parking and the ramp (red outline). If the PUD master plan is approved, the applicant could proceed with construction of the ramp without additional review of the master plan. However, changes to the master plan, including adding buildings to the south, would need to be reviewed as an update to the master plan.

PUD Overlay

The applicant has applied to amend three provisions of the PUD overlay in order for greater design flexibility, including building setback, ground floor facades and loading facilities. Staff has included an amendment related to prohibited uses to reflect a Land Development Code text amendment since the latest PUD ordinance. Below shows the portions of the existing overlay with the modifications in red and black, and underlined text.

- Setbacks:
 - A reduction to 10 feet on the front and street side setbacks, and reduction to 5 feet on the rear setback.
 - A reduction to 0 feet on the front setback for a skyway on Lot 2, Block 1, EOLA Addition and Lot 3, Block 1, EOLA Second Addition.
- Additional Standards:
 - Ground Floor Facades: Ground floor facades that face the public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than ~~60%~~ 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.
 - Loading Facilities: Loading facilities to be located at the side of structures when possible. shall not be located at the front of structures where it is difficult to adequately screen them from view. 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. shall be screened from the view of adjacent public streets and public parks through a structure and/or landscaping.
 - Prohibited Uses: ~~Adult Entertainment Center~~ Adult Establishment

Parking Information

Because of the changes to the development, the applicant provided updated parking study and subsequent parking information, which indicates that the parking provided for the development meets the peak demand. The parking information is attached for reference. With the establishment of the original PUD, and based on the parking study, parking requirements for residential and commercial uses of retail, office and restaurant were modified. The applicant noted that the ratios established by the PUD are sufficient for the development and is not requesting any modifications. The City of Fargo Traffic Engineer reviewed the parking study and additional information and concurred with the findings.

Additionally, the applicant is working with the Engineering Department on the stormwater master plan for the whole development.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. The applicant will also need to submit for

building permits, where all review departments will review the plans for compliance with their respective codes.

Surrounding Land Uses and Zoning Districts:

- North: GC, General Commercial and P/I, Public and Institutional, with uses of commercial and the Fargo Park District's Southwest Youth Ice Area;
- East: P/I and the remainder of the Anderson Softball Complex;
- South: LC, Limited Commercial and MR-2, Multi-Dwelling Residential with uses of commercial and apartments;
- West: Across 45th Street South is GC with commercial use.

Area Plans:

The subject property is located within an area identified as the 2003 Southwest Area Plan as contained within the *Growth Plan for the Urban Fringe and Extraterritorial Area of the City of Fargo*. The property was rezoned to GC, General Commercial with a C-O, Conditional Overlay in 2014. While this plan indicates the property for park/open space, a growth plan amendment was contemplated at the time and was ultimately concluded that, due to the general land use pattern of the area, not necessary. The base zoning district of GC is not changing with this application.



Context:

Neighborhood: Anderson Park

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

Parks: The subject property is located adjacent to the remainder of the Anderson Softball Complex.

Pedestrian / Bicycle: A shared use facility is located on the east side of 45th Street South and connects to the metro area trail system. Additional shared use paths are planned that would connect around the south and east side of the subject property.

Transit: MAT Bus Route 24 runs along 23rd Avenue South. A bus stop is located approximately two blocks east of 45th Street, located less than a quarter-mile from the subject property.

Staff Analysis:

Zoning

Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?

Staff is unaware of any error in the zoning map as it relates to this property. Staff finds that the requested zoning change is justified by change in conditions since the previous zoning classification was established, as the applicant is proposing to include an indoor waterpark and hotel. The PUD zoning is an overlay with an underlying zoning district of GC, General Commercial. The proposed amended PUD Overlay zoning district is intended to accommodate the development of this property and specifically identify the proposed development with a master land use plan and zoning ordinance. The requested amendment provides some flexibility within the development, pertaining to building setback, ground floor façade, screening of loading facilities, as well as updating a restricted use due to an LDC text amendment. **(Criteria Satisfied)**

2. Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?

City staff and other applicable review agencies have reviewed this proposal. Staff finds no deficiencies in the ability to provide all of the necessary services to the site. The subject property is adjacent to existing developed public rights of way, which provide access and public utilities to serve the property. **(Criteria Satisfied)**

3. Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?

Staff has no documentation or supporting evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. In accordance with the notification requirements of the Land Development Code, notice was provided to neighboring property owners within 300 feet of the project site. To date, staff has received one inquiry with no noted concern. Staff finds that the proposal will not adversely affect the condition or value of the property in the vicinity. **(Criteria Satisfied)**

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

The purpose of the LDC is to implement Fargo's Comprehensive Plan in a way that will protect the general health, safety, and welfare of the citizens. Staff finds that the proposed amended PUD overlay is consistent with the purpose of the LDC, the Go2030 Comprehensive Plan, and other adopted policies of the City. **(Criteria Satisfied)**

Master Land Use Plan

The LDC stipulates that the Planning Commission and Board of City Commissioners shall consider the following criteria in the review of any Master Land Use Plan:

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the purpose and intent of this Land Development Code;

The plan represents an improvement over what could have been accomplished through strict application of the base GC zoning district. The original PUD was approved for a mixed-use development pattern by providing flexibility in terms of residential use and density, parking requirements, setbacks and landscaping requirements while establishing design standards, in order to provide a master-planned large-scale development with commercial and residential use. The amendment is to accommodate an indoor water park and hotel, which were not included in the initial master plan, and to accommodate changes related to parking. **(Criteria Satisfied)**

2. The PUD Master Land Use Plan complies with the PUD standards of Section 20-0302;
All standards and requirements as set forth in the LDC have been met. **(Criteria Satisfied)**

3. The City and other agencies will be able to provide necessary public services, facilities, and programs to serve the development proposed, at the time the property is developed;
City staff and other applicable review agencies have reviewed this proposal. Staff finds no deficiencies in the

ability to provide all of the necessary services to the site. The subject property fronts on existing developed public rights of way, which provide access and public utilities to serve the property. **(Criteria Satisfied)**

4. The development is consistent with and implements the planning goals and objectives contained in the Area Plan, Comprehensive Plan and other adopted policy documents;

The purpose of the LDC is to implement Fargo's Comprehensive Plan in a way that will protect the general health, safety, and welfare of the citizens. Staff finds that the proposed PUD is in keeping with Fargo's Comprehensive Plan, including initiatives of *sustainable mixed use center, public gathering spaces, infill, design standards, quality new development, and parking*. The City's Go2030 Comprehensive Plan supports development within areas that are already serviced with utilities. Staff finds this proposal is consistent with the purpose of the LDC, the Go2030 Comprehensive Plan and other adopted policies of the City. **(Criteria Satisfied)**

5. The PUD Master Land Use Plan is consistent with sound planning practice and the development will promote the general welfare of the community.

The PUD is consistent with sound planning practice and the development will promote the general welfare of the community by providing a mixed-use development that will allow for a variety of uses within an area of the City that already has access to City services. **(Criteria Satisfied)**

Minor Subdivision

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

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

The property is zoned GC, General Commercial with a PUD, Planned Unit Development Overlay. The GC zoning is proposed to remain as the base zoning district for the PUD, while PUD Overlay is proposed to be modified as part of the zoning application. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received one inquiry with no noted concern. **(Criteria Satisfied)**

2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

The City's standard policy is that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Note on contingent approval: The suggested motion below states that approval is contingent on the City Engineer's final review and signature of the plat. The contingent motion below allows the City Commission to approve the plat at this time. Once the final review is complete and the City Engineer has signed the plat, then the City can proceed with recording the plat, if approval is received as referenced below. The contingent approval applies only to the subdivision plat.

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff, and hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading and move to approve the proposed: 1) minor subdivision plat, **EOLA Second Addition**; 2) zone change from GC, General Commercial with a PUD, Planned Unit Development Overlay

to GC, General Commercial with an amended PUD, Planned Unit Development Overlay; and 3) PUD, Planned Unit Development Master Land Use Plan amendment, as presented, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06, Section 20-0907.B and .C, Section 20-0906.F (1-4), and Section 20-0908.B(7) of the LDC and all other applicable requirements of the LDC, contingent on City Engineer's final review and signature of the plat."

Planning Commission Recommendation: July 6, 2023 & September 7, 2023

At the July 6, 2023 Planning Commission hearing, by a vote of 9-0 with and two Commission seats vacant, that Commission moved to recommend approval to the City Commission of the proposed 1) Zoning Change from GC, General Commercial with a PUD, Planned Unit Development Overlay to GC, General Commercial with an amended PUD, Planned Unit Development Overlay, 2) amended PUD, Planned Unit Development Master Land Use Plan, and 3) Subdivision Plat EOLA Second Addition, including a waiver for a reduced street Right-of-Way, as outlined within the staff report, as the proposal complies with the GO2030 Fargo Comprehensive Plan, the Standards of Article 20-06, Section 20-0907.C, Section 20-0907.D.3(a-c), Section 20-0906.F(1-4), and Section 20-0908.B(7) of the Land Development Code, and all other applicable requirements of the Land Development Code, contingent on approval by the Fargo Park Board.

At the September 7, 2023 Planning Commission hearing, by a vote of 8-0 with 1 Commissioner absent and two Commission seats vacant, that Commission moved to recommend approval to the City Commission of the proposed 1) Subdivision Plat EOLA Second Addition and 2) PUD, Planned Unit Development Master Land Use Plan amendment, as outlined in the staff report, as the proposal complies with the GO2030 Fargo Comprehensive Plan, the Standards of Article 20-06, Section 20-0907.B and Section 20-0908.B(7) of the Land Development Code and all other applicable requirements of the Land Development Code.

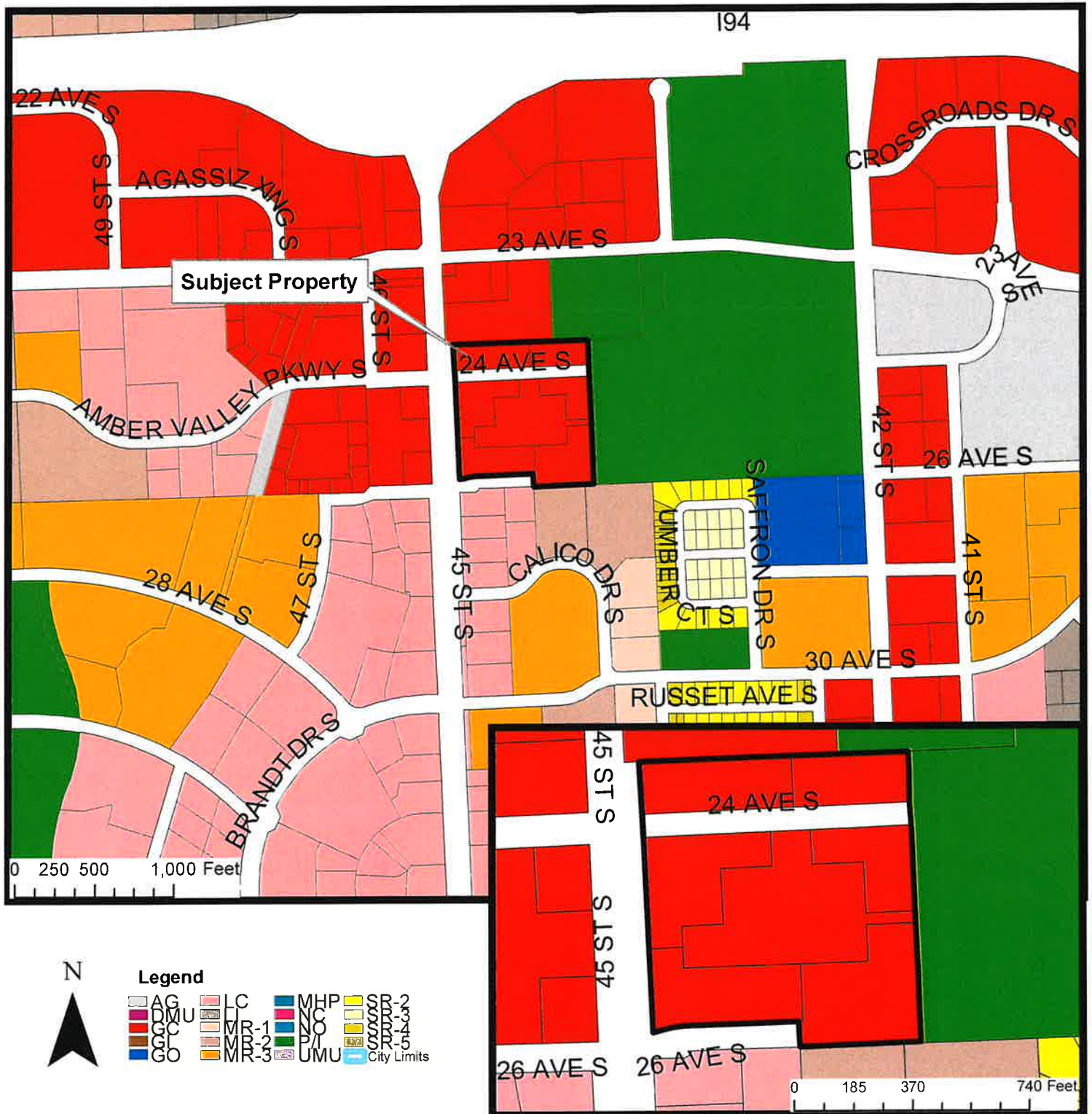
Attachments:

1. Zoning Map
2. Location Map
3. Amended PUD Master Land Use Plan
4. Preliminary Plat
5. Revised Parking Study and Additional Information

Minor Subdivision; Zone Change (amend PUD Ordinance); & PUD Master Land Use Plan amendment

4410, 4415, 4448, 4470, 4471, and 4474 24th Avenue South
4417 & 4477 26th Avenue South

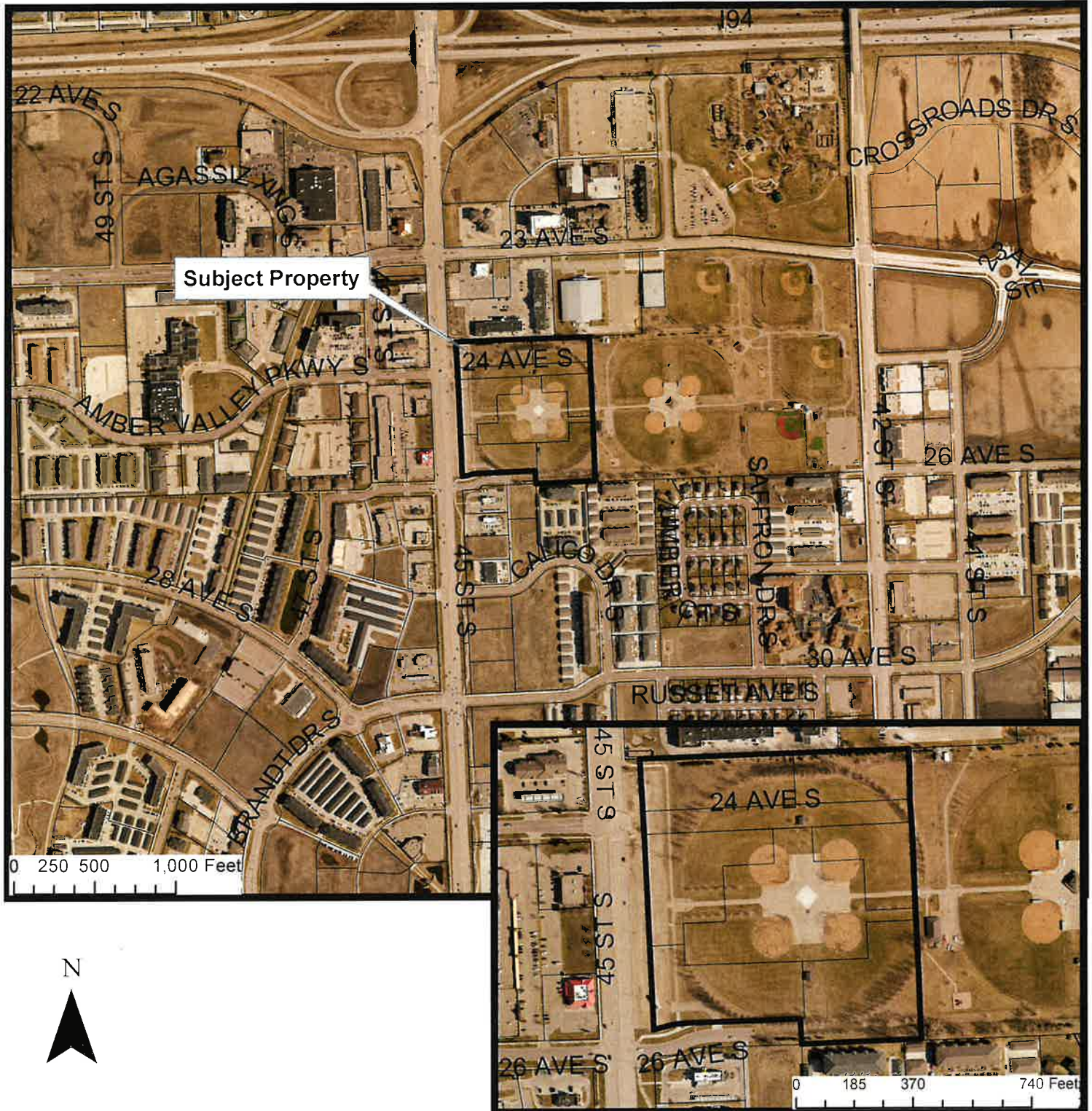
EOLA Second Addition



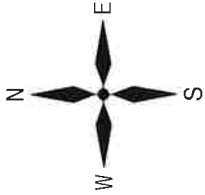
**Minor Subdivision; Zone Change (amend PUD Ordinance);
& PUD Master Land Use Plan amendment**

EOLA Second Addition

4410, 4415, 4448, 4470, 4471, and 4474 24th Avenue South
4417 & 4477 26th Avenue South



MBN
ENGINEERING
MECHANICAL - ELECTRICAL - CIVIL
503 7TH ST. N.
FARGO, ND 58102
PHONE: 701.478.6336
FAX: 701.478.6340



SCALE: 1 INCH = 100 FEET
0 50 100 200

EPIC COMPANIES
EOLA

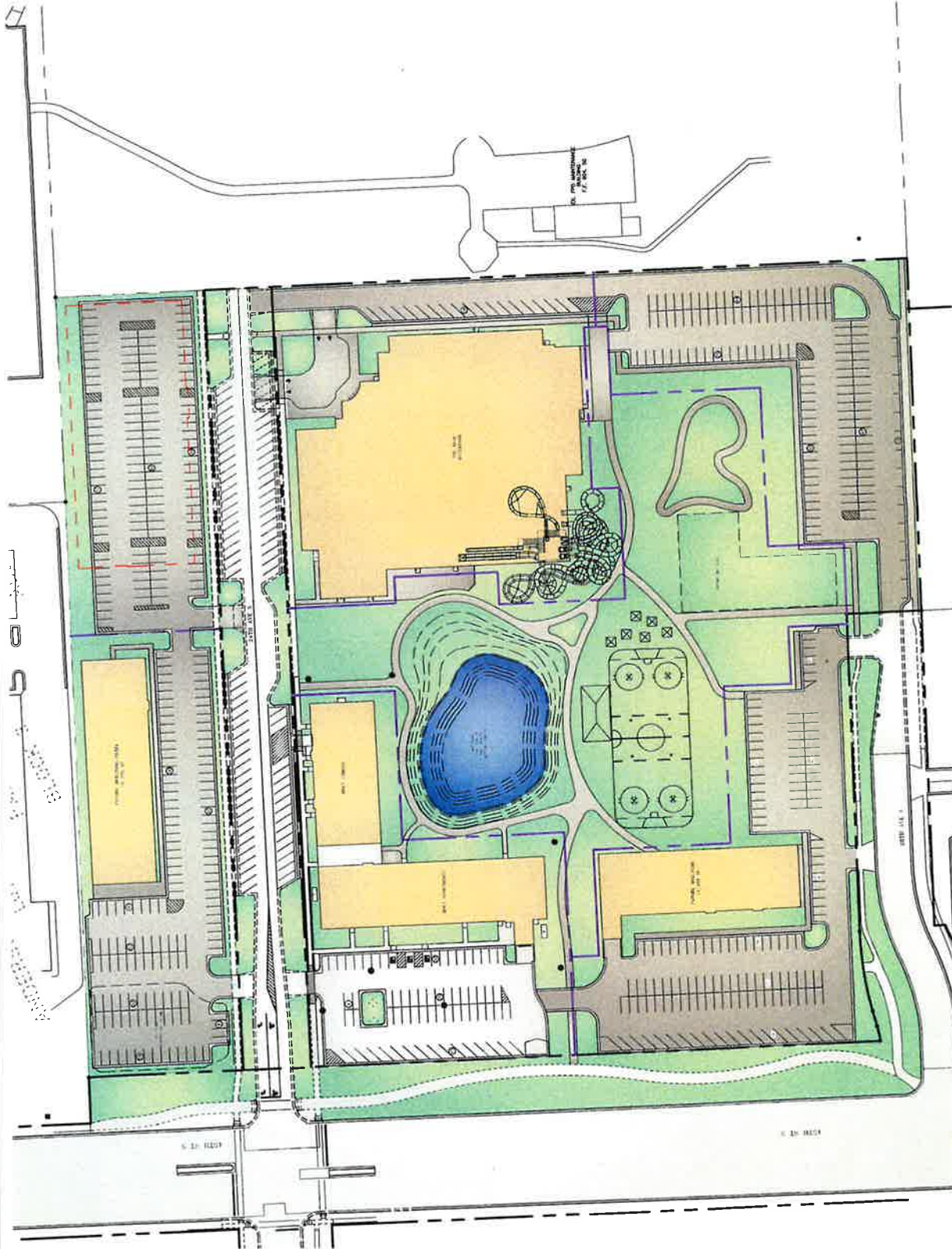
FARGO, ND

NOT FOR CONSTRUCTION

MBN JOB #: 22.199 DATE: 8.29.23

SITE

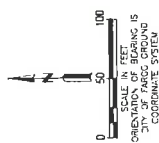
THE WAVE SITE SCHEMATIC



A REPLAT OF LOTS 1 THROUGH 5, BLOCK 2 OF EOLA ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

2015-2016
2016-2017
2017-2018

A REPLAT OF LOTS 1 THROUGH 5, BLOCK 2 OF EOLA ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
(A 1/4" X 1/4" SUBDIVISION)



1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET
2. UTILITY EXPOSURES ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAY AND 8' WIDE BEHIND PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED
3. BENCHMARK SURVEY POINTS LOCATED IN THE SOUTHWEST QUARTER OF 45TH STREET AND 11TH AVENUE, CITY OF FARGO, NORTH DAKOTA, ELEVATION = 905.63 (NAD83)
4. THE ENTIRE PLAT FALLS IN FLOODPLAIN ZONE "AE" ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP (FIRM NO. 17035C0101) DATED 05/20/2013. THE BASE FLOOD ELEVATION IN THIS AREA IS 202' (NAVD83) ACCORDING TO FEMA. CONTIGUOUS INFORMATION SHOWN IS DERIVED FROM CITY OF FARGO CONTROL DATA
5. RELATION, CONTOURS DERIVED FROM CITY OF FARGO UTM DATA

CURVE TABLE				
θ	LENGTH	RADIUS	DELTA	CRD LENGTH
0.1	95.81	355.00	1.5057°	95.80
0.2	16.32	195.00	8.1744°	16.32
				CRD INCH
				1181.08 50"
				1176.17 48"

LINE	TABLE	#	DISTANCE	USARING
16	75	16.75	N74°15'21"E	
17	29	20.29	N22°26'21"W	
18	00	28.00	N82°51'42"E	
19	38	34.38	S87°35'25"W	
20	12	29.12	N62°23'28"W	
21	81	12.81	S66°26'18"E	
22	61	12.61	S02°26'18"E	
23	38	56.38	N87°17'42"E	

SHEET 2 OF 2



2018 Q4 100%
2019 Q4 100%
2020 Q4 100%



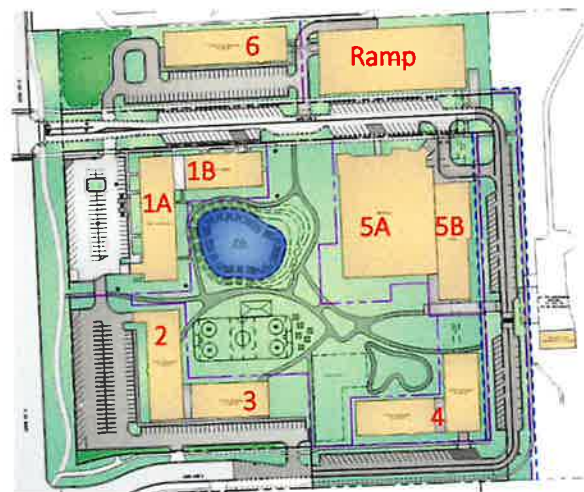
DATE: June 1, 2023
 TO: Mr. Brian Reinarts
 CC: Mr. Blake Nybakken
 ORGANIZATION: EPIC Companies
 ADDRESS: 745 31st Avenue E #105
 CITY/STATE: West Fargo, ND 58078
 FROM: Kevin White, AICP, CAPP, Walker Consultants
 PROJECT NAME: EOLA Parking Study
 PROJECT NUMBER: 21-005056.00

BACKGROUND AND INTRODUCTION

EPIC Companies (EPIC) is redeveloping the Anderson Fields site located at 2500 45th Street South in Fargo. The current working concept for the site includes a walkable, master planned mixed-use development of approximately 18 acres (currently branded “EOLA”) consisting of apartment and condominium residential units, open public park space, office, a hotel with attached water park, and mixed-use commercial space. The public park space will serve as informal gathering space and feature outdoor restaurant seating along the perimeter. Plans call for this space to be programmed to include activities like outdoor skating and hockey in the winter, small performances with temporary stages, and farmers markets.

Walker Consultants (Walker) was initially hired by EPIC Companies in February 2021 to assess the parking needs of the development program as part of a process EPIC was undertaking to work with the city to rezone the property from General Commercial and establish a planned unit development (PUD) at the site. A final parking study memorandum was accepted by the City of Fargo in April 2021.

Planning for the project is ongoing, and the EOLA development program has changed since 2021, most notably with the addition of an indoor water park. Changes on the site require EPIC to secure a replat and PUD modification from the city. As part of this process, the city has requested an updated parking study to assess the parking needs of the development program. This memorandum summarizes the process, findings, and conclusions of that updated parking study.



EOLA Site Plan, April 2023. Source: EPIC Companies.



PROPOSED DEVELOPMENT PROGRAM

Walker Consultants worked with EPIC to identify the development land use program, including assumptions on the mix of uses. Final commercial land use mix may shift based on market demand. The current proposed EOLA development program (as of May 17, 2023) is included in Figure 1 below. These figures depict gross leasable square footages, except for the office, which is listed as gross floor area.

Figure 1: EOLA Development Program Summary

Use	Bldg. 1A	Bldg. 1B	Bldg. 2	Bldg. 3	Bldg. 4	Bldg. 5A	Bldg. 5B	Bldg. 6	Project Total
Retail	1,020 SF	613 SF	1,295 SF	613 SF	-	-	-	1,295 SF	4,836 SF
Restaurant: Customer Service/Fast Casual	1,165 SF	700 SF	1,480 SF	700 SF	-	-	-	1,480 SF	5,525 SF
Restaurant: Fine/Casual	3,640 SF	1,834 SF	4,625 SF	1,834 SF	-	-	-	4,625 SF	16,558 SF
Office	8,735 SF	6,400 SF	4,700 SF	6,400 SF	-	-	-	8,000 SF	34,235 SF
Hotel (leisure-focused)	-	-	-	-	-	135 keys	-	-	125 keys
Hotel restaurant/lounge/bar	-	-	-	-	-	7,000	-	-	7,000 SF
Indoor waterpark	-	-	-	-	-	-	50,000 SF	-	50,000 SF
Total	14,560 SF	9,547 SF	12,100 SF	9,547 SF	-	125 keys and 7,000 SF	50,000 SF	15,400 SF	118,279 SF and 125 key hotel
Resident Apartment	93 units (69 1-BR, 16 2-BR, 8 3-BR)	-	54 units (24 1-BR, 18 2-BR, 12 3-BR)	-	50 units (20 1-BR, 18 2-BR, 12 3-BR)	-	-	33 units (21 1-BR, 12 2-BR)	230 units (134 1-BR, 64 2-BR, 32 3-BR)
Resident Condo	-	27 units (7 1-BR, 20 2-BR)	33 units (12 studio, 12 1-BR, 9 2-BR)	-	27 units (7 1-BR, 20 2-BR)	-	-	39 units (12 studio, 15 1-BR, 12 2-BR)	126 units (24 studio, 41 1-BR, 61 2-BR)

Source: EPIC Companies, 2023



Due to the arrangement of buildings and parking on-site, users will favor parking in facilities adjacent to the land uses they are visiting. Since the site is relatively compact (roughly 0.15 miles wide) and land uses are mixed, it is reasonable to assume that users will park anywhere on site they can find an open space if their first parking space choice is taken. It is for this reason that the site is regarded as one self-contained shared parking system and was modeled as such in this analysis.

PROPOSED PROJECT PHASING

The phasing timelines proposed for this project are depicted in Figure 2 below. This timeline is an estimate and is subject to change based on tenant leasing and sales. Please note that Phase 5 is out of order based on the numbering system used by EPIC. Estimated parking needs overall and by phase are outlined later in this memorandum.

Figure 2: Proposed Phasing Timeline

Phase	Description	Projected Full Build-Out Date
1	MAKT Buildings (Building 1A and Building 1B)	Fall 2023
2	Building 5A and Building 5B and above-ground parking garage	Summer 2025
3	Building 2	Fall 2026
4	Building 3	Spring 2027
5	Building 6	Winter 2025
6	Building 4	Spring 2028

Source: EPIC Companies, 2023

SHARED PARKING OVERVIEW

INTRODUCTION

Shared parking leverages the presence of complementary land uses on a site having different periods of peak parking demand, allowing for the sharing of parking spaces among uses in a mixed-use environment—in lieu of providing a minimum number of parking spaces for each individual use. For example, an office building can share parking with residential units because parking demand peaks in the day for the office workers and peaks in the evening for the residents. This results in an opportunity to provide adequate parking without building more parking spaces than necessary for customers, employees, and residents. Shared parking commonly results in a reduction in the total need for parking spaces and in more efficient use of land dedicated to parking.

Shared parking is a cost-effective approach to addressing parking shortfalls, while increasing the capacity of each parking space in the system. This opens more land for uses other than parking and reduces overall development costs, which can have the parallel effect of lowering rents.



Walker's Shared Parking Model is based on the Urban Land Institute (ULI) and International Council of Shopping Center's (ICSC) Shared Parking publication. Walker led a team of consultants in writing the updated Shared Parking Third Edition and it features the most up-to-date parking demand model. Shared Parking is an industry-accepted method of generating a parking capacity recommendation for real estate development projects. The model projects the parking needs of a various types of development from 6:00 a.m. to 12:00 midnight on a typical weekday and a weekend for every month of the year.

A shared parking analysis, in accordance with the 3rd Edition of the Shared Parking publication, is the generally accepted methodology for determining the appropriate parking supply for a mixed-use development. The ability to share parking spaces is the result of two conditions:

1. Variations in the accumulation of vehicles by hour, by day or by season at the individual land uses. For example, office buildings have peak parking needs during the day on weekdays, restaurants have peak parking needs during the evening and weekends, and hotels and residential land uses have peak parking needs overnight.
2. Relationships exist among the land uses that result in visiting multiple land uses on the same auto trip. For example, a substantial percentage of patrons at one business (restaurant) may be visitors at the retail. This is referred to as the "effects of the captive market." These patrons are already parking and contribute only once to the number of peak hour parkers. In other words, the parking demand ratio for individual land uses should be factored downward in proportion to the captive market received from neighboring land uses.

To determine a recommended parking supply for the proposed site, Walker used shared parking methodologies. The resulting recommended supply for the proposed project is based on the projected peak hour of design day parking demand.

Note that this does not represent the maximum parking demand ever generated by the development. In Walker's experience, designing a parking system for the absolute peak busiest day of the year leads to overbuilding of parking spaces. Similarly, one does not build for an average day and have insufficient supply for the peak (if not multiple) hours on 50 percent of the days in a year. The peak in this analysis refers to the "design day" or "design hour," one that recurs frequently enough to justify providing spaces for that level of parking activity. The 85th percentile of peak-hour observations for each land use is generally recommended by Shared Parking, except for retail shopping, for which the 20th highest hour of the year is employed.

SHARED PARKING METHODOLOGY

In accordance with the Third Edition of Shared Parking, parking needs are analyzed separately for employees/residents and customers/guests to improve the reliability of the projections, as well as the tools for parking management planning. The analysis employs the following steps in the order set forth in Figure 3.



Figure 3: Shared Parking Methodology

Step 1	Step 2	Step 3	Step 4	Step 5	Total
Land Use Metrics	x Base Parking Demand Ratios	x Monthly Factor x Hourly Factor	x Non-Captive Ratio	x Driving Ratio	= Total Recommended Parking Supply

Source: Shared Parking, 3rd Edition

BASE PARKING DEMAND RATIOS

Figure 4 below displays the base parking ratios for the different land uses used in this analysis, from the Urban Land Institute's *Shared Parking 3rd Edition*. The shared parking model does not distinguish between condominium residential and apartment residential; all residential is categorized the same. The base parking ratios represent how many spaces should be supplied to each use if the spaces are unshared, and the project is in a suburban context where the driving ratio is at or near 100 percent for all users. The shared parking model contains base parking ratios that are typically used unless a project specific feature merits changing them. In this analysis, standard base parking ratios for the land uses were utilized.

Figure 4: Base (Unshared and Unadjusted) Parking Ratios, Weekday and Weekend

Land Use	Weekday		Weekend		Unit
	Visitor	Employee/Resident	Visitor	Employee/Resident	
Retail (<400 ksf)	2.90	0.70	3.20	0.80	/ksf GLA
Restaurant: Customer Service/Fast Casual	12.40	2.00	12.70	2.00	/ksf GLA
Restaurant: Fine/Casual	13.25	2.25	15.25	2.50	/ksf GLA
Office (25 to 100 ksf)	0.30	3.48	0.03	0.35	/ksf GFA
1-Bedroom	0.10	0.90	0.15	0.90	/units
2-Bedroom	0.10	1.65	0.15	1.65	/units
3-Bedroom	0.10	2.50	0.15	2.50	/units
Hotel	1.00	0.15	1.00	0.15	/key
Hotel Bar/Lounge/Restaurant	6.67	1.20	7.67	1.33	/ksf GFA
Water park	2.60	0.26	3.00	0.30	/ksf GFA

Source: Shared Parking, 3rd Edition



These unadjusted base ratios are applied to the development program data to establish unadjusted peak parking needs levels. These levels are the start of the shared parking analysis and are adjusted using the shared parking model process based on conditions of the market and the site.

PRESENCE FACTORS

After the project's land uses have been quantified and base parking ratios have been applied to these land use quantities, adjustments are made to account for parking demand variability by hour of day and month of year. These time-based adjustments are referred to as a "presence" adjustment.

Presence is expressed as a percentage of the peak hour demand on a design day for both time of day and month of the year. The fact that parking demand for each component may peak at different times generally means that fewer parking spaces are needed for the project than would be required if each component were a freestanding development.

Based on Walker's understanding of the land use program and experience with similar projects, Walker deems the adjustments recommended in *Shared Parking* for time of day and time of year are generally appropriate for the proposed project.

DRIVE RATIO ADJUSTMENT

Two adjustments are then applied: a driving ratio adjustment and non-captive ratio adjustment. Both are described below.

The driving ratio adjustment ratio represents the percentage of users arriving at the site by a personal vehicle. This excludes all non-driving modes of transportation including shuttle busses and other public transportation, taxi, ride-hailing (Lyft/Uber), walking, bicycling, and carpooling passengers. The EOLA development sits in an area where nearly all site visitors, employees, and residents use a single-occupancy vehicle to travel to and from the site. A 100% drive ratio is assumed for retail customers and office employees. Consistent with market conditions, a 15% drive alone reduction was applied to fine/casual restaurant customers to account for use of Uber and Lyft on weekday and weekend evenings, and a 2% drive alone reduction was applied for retail and restaurant employees. It is assumed that 100% of office employees, 100% residents, and all others will own a vehicle and park it on-site.

NON-CAPTIVE RATIO ADJUSTMENT

"Captive market" is borrowed from market researchers to describe people who are already present in the immediate vicinity at certain times of the day. In the shared parking analysis, the term "captive market" reflects the adjustment of parking needs and vehicular trip generation rates due to the interaction among uses in an area. Traditionally, the non-captive adjustment is used to fine-tune the parking needs of restaurants and retail patronized by employees of adjacent office buildings, generally long-term parkers, already counted as being parked for the day and not generating additional parking demand.



Generally, non-captive parking considerations for any mixed-use development considers that some visitors to a specific land use may already be parked or have arrived at the site to visit multiple land uses, such as when a retail customer visits a restaurant within the same development. This is referred to as the “effects of a captive market,” as some of the restaurant’s patrons and event attendees are already parking at the site. Therefore, they contribute only once to the number of peak hour spaces utilizing the development’s parking supply. In other words, with shared parking, the parking demand ratio for individual land uses can be adjusted downward in proportion to the captive market support of the neighboring land uses.

Walker, in designing a shared use analysis in accordance with industry best practices, uses the inverse or non-captive ratio, which is the percentage of parkers who are not already counted as being parked. The planned development includes a mix of retail, office, restaurant, coffee shop, and residential uses. Therefore, it is likely that a portion of those visiting the commercial land uses will be from the offices or residents visiting the retail/dining establishments.

Non-captive ratios can vary from one property to the next and from one function to the next within the same property. Typically, a reduction ranging from 5 to 90 percent has been used by parking and transportation professionals to fine-tune the parking requirements for mixed-use projects with primary attractors and secondary attractors. Walker Consultants assumed slight adjustments to ratios to reflect a moderate amount of captive demand at the site. Examples include office employees visiting the retail and restaurant uses on site.

SHARED PARKING MODEL RESULTS

The results of the shared parking model analysis are included in Figure 5 below. Note that EPIC plans a total of one (1) reserved parking space per one (1) unit of residential built at the development, equating to a sum of 356 reserved resident parking spaces.

Both peak hours fall within the month of December. The peak hour of parking need occurs at 8 p.m. on a weekend, driven in large part due to hotel and dining parking needs. Parking needs displayed in Figure 5 are at full build-out and occupancy of the proposed development program.



Figure 5: Parking Needs Analysis Summary

Land Use	Weekday Peak Parking Need (7 p.m. peak hour)		Weekend Peak Parking Need (8 p.m. peak hour)	
	Customer/Visitor	Employee/Resident	Customer/Visitor	Employee/Resident
Retail (<400 ksf)	5	3	4	3
Restaurant: Customer Service/ Fast Casual	30	10	19	7
Restaurant: Fine/Casual	179	36	200	40
Office (25 to 100 ksf)	0	17	0	0
Hotel	109	4	115	4
Hotel Restaurant/Lounge	22	3	10	10
Indoor water park	79	13	95	15
Residential Subtotal	36	78 + 356 reserved spaces = 434	54	88 + 356 reserved spaces = 444
Subtotal	460	520	497	523
Grand Total Needed	980		1,020	

Source: Walker Consultants, 2023

PROPOSED PARKING PROGRAM

EPIC plans off-street underground and at-grade structured parking, surface parking, and an above-ground structured parking garage at the development. Current plans call for 1,020 spaces, broken out as follows:

- Underground structured: 202 spaces (reserved for residents)
- First floor structured: 32 spaces
- Surface parking: 280 spaces
- Above-ground parking garage: 506 spaces

This planned parking supply number is subject to change based on final site planning work.

In addition to the proposed off-street parking supply above, 148 on-street parking spaces (on City of Fargo right-of-way) will be located along the extension of 24th Avenue, 44th Street, and 26th Avenue. These spaces are technically not part of the development and are thus not counted in the parking provided. However, functionally these spaces are expected to be available for users of the development.

The parking supply number is being reviewed and is subject to change. The results of this planning study, and discussions with the City of Fargo, will impact the final parking supply to be provided. **Plans call for the underground structured parking spaces to be built under Buildings 1A and 1B and reserved for condominium owners. A portion of the rest of the parking supply will be reserved for residents as well, for a total of one (1)**



reserved parking space per one (1) unit of residential built at the development, equating to a sum of 356 reserved resident parking spaces. The rest of the parking on site will be open and shared; beyond the restricted underground resident spaces, no parking access controls are currently planned at any parking facilities.

Adjacent off-site parking is available on the rare occasion that events taking place on the EOLA site cause parking needs to exceed supply. EPIC has had discussions with the operators of the adjacent Southwest Ice Arena and F-M Curling Club about the use of their surface parking facility in these situations. Events will happen occasionally, and are expected to occur on evenings and weekends, and overall parking supply plus excess off-site supply are expected to accommodate any peak event demands. EPIC commits to monitor events closely (and calibrate event size and type as needed) to ensure that event parking demand does not have any negative spillover impacts. It is for this reason that regular, typical non-event conditions were modeled in this analysis as the design-target to determine overall site parking needs.

AGGREGATE PARKING SUPPLY

Given the proposed parking supply of 1,020 spaces, the aggregate development supply ratios will be as follows:

- **Residential:** 356 reserved spaces will be provided for 356 residential units, for a supply of 1.0 reserved space per residential unit. Note that 795 open and shared parking spaces will be available in the EOLA system for residential demand that occurs beyond the 356 reserved spaces. Beyond the reserved residential spaces, analysis suggests another 78 – 88 parking spaces needed to accommodate residential demand at the peak time.
- **Commercial (non-residential):** Removing the reserved resident spaces, and the 88 spaces of additional resident demand, this leaves 576 spaces (1,020 total spaces provided – 356 reserved resident spaces – 88 spaces of additional resident demand) to accommodate the parking needs of the 118,279 square feet of office/commercial uses and the 125 key hotel (99,000 square feet). This equates to a ratio of 707 parking spaces for 217,279 square feet, or 2.65 spaces per 1,000 square feet of commercial (non-residential) space at EOLA.

PARKING NEEDS BY PHASE

Figure 6 below depicts the estimated cumulative peak parking needs **at full build-out and occupancy of each respective phase indicated**. The recommended site parking supply is representative of the 85th percentile of parking needs, which is the industry standard for planning purposes. There will be days and times when not all planned parking supply is needed. Therefore, parking should only be built as needed, as development phases are built and occupied; Walker Consultants recommends the construction and provision of parking supply is phased relative to parking needs such that parking supply comes online when it is needed, and neither excess parking surpluses nor parking supply deficits result.



Figure 6: Estimated Peak Parking Needs by Phase (All Values are Cumulative)

Phase	Weekday Peak Parking Need				Weekend Peak Parking Need			
	Customer/ Visitor	Employee/ Resident	Reserved	Total	Customer/ Visitor	Employee/ Resident	Reserved	Total
After Phases 1 and 2	221	113	120	454	271	70	120	461
After Full Build-Out	460	164	356	980	497	167	356	1,020

Source: Walker Consultants, 2023

EPIC Companies proposes to build the 506 space above-ground parking structure as part of Phase 2. Walker Consultants recommends the above-ground parking garage to be built to accommodate Phase 2 parking needs (in addition to a portion of planned surface spaces and enough underground resident reserved spaces to accommodate projected needs).

Based on the analysis, given the current proposed program and site plan, the proposed parking garage is necessary to accommodate projected parking needs at full build-out. If the garage were not built, additional surface parking of several hundred spaces would be necessary to accommodate projected parking needs. Constructing the parking garage allows for the addition of parking supply and an efficient use of space on site for development.

CITY OF FARGO PARKING REQUIREMENTS

The site is currently zoned General Commercial (GC). Figure 7 below summarizes the estimated minimum parking requirements under the GC zoning district, according to the City of Fargo Code of Ordinances. These estimates are provided as a means of comparing parking required by code relative to parking needs projected from the shared parking analysis. According to estimates, **the City of Fargo would typically require 1,321 spaces, plus an unknown number of additional spaces to accommodate associated hotel uses and the water park (details are not available in the City of Fargo Code of Ordinances on how to calculate these additional spaces – see Figure 7 below for more details).**

The EOLA development will operate as a shared parking ecosystem, thus fewer parking spaces are warranted. Shared parking analysis indicates projected parking needs are below minimum parking requirements per city code.

Note that this is an estimate based on Walker Consultants' understanding of the current program. Specific requirements should be confirmed with the City of Fargo.



Figure 7: City of Fargo Minimum Off-Street Parking Requirements for General Commercial (GC) District

Use	Quantity	Minimum Requirement	Required Parking
Retail	4,836 SF	1 per 250 SF	20
Restaurant: Customer Service/Fast Casual	4,235 SF customer service and dining area*	1 per 75 SF of customer service and dining area**	57
Restaurant: Fine/Casual	16,558 SF	1 per 75 SF	221
Office	34,235 SF	1 per 300 SF	115
Residential Studio	24 units	1.25 per unit	30
Residential One-Bedroom	175 units	2.0 per unit	350
Residential Two-Bedroom	125 units	2.0 per unit	250
Residential Three-Bedroom	32 units	2.0 per unit	64
Residential Guest	356 total units (all in buildings with more than 7 units)	0.25 per unit in buildings greater than 7 units	89
Hotel	125 keys + associated space	1 per guest room, plus required spaces for associated uses	125 spaces + more for associated uses
Water park	50,000 SF	n/a	n/a
Total			1,321+

*This is equal to 2/3 of the total gross floor area; (Gross Floor Area: 5,525 square feet GLA + 15% = 6,354 SF GFA).

**Per code requirements, using the 1 per 75 SF of customer service and dining area requirement yields a greater number of required parking spaces.

Source: City of Fargo Code of Ordinances

EPIC has applied to the City of Fargo to establish a planned unit development (PUD) at this site. The PUD is described in Section 20-0302 of the City of Fargo Municipal Code. The PUD is an overlay district that allows for greater flexibility in planning and site design than traditional zoning districts, including with the provision of parking. In a PUD, minimum off-street parking requirements may be modified during the review and approval process. This parking study will help in the evaluation of the PUD and the determination of final site parking supply.

CONCLUSION AND PROJECTED PARKING NEEDS

Analysis indicates that 8:00 p.m. on the weekend in December represents a **peak parking need of 1,020 parking spaces**. We recommend EPIC maintains relationships with surrounding landowners for access to additional parking supply if parking needs exceed available on-site supply, especially under event conditions (note that event



conditions were not included in this analysis). The projected peak parking need is representative of the 85th percentile of parking needs, which is the industry standard for planning purposes.

Thoughtful and deliberate parking operations and management is critical to ensuring the most efficient utilization of parking supply. Walker Consultants recommends EPIC implement parking management strategies to ensure reserved residential parking spaces are protected from other users, and to ensure that the most proximate and convenient parking spaces on-site are used efficiently for higher turnover short-term parking. The parking ramp should have a thoughtful operations plan in place before opening. Additionally, communications, messaging, wayfinding, and technology should be utilized to educate and inform users of their parking options on site, and to help users find available spaces (especially in the planned parking garage) at peak times.

**EPIC Companies**

EPICCompaniesND.com

745 31st Ave. E Suite 105

West Fargo, ND 58078

701.866.1006**8/30/23**

Maegin Elshaug
Planning Coordinator
City of Fargo

RE: EOLA Development Parking Narrative

Due to the tabled status of our proposed PILOT for the parking structure, EPIC Companies is moving forward with surface parking to meet the needs of the development so we can begin construction on The Wave waterpark project. This change required the removal of 3 buildings on the masterplan and that is reflected on the updated table provided by Walker Consultants. This update shows all uses on the masterplan meeting parking requirements per the PUD. If policy is approved, and a PILOT approved for a parking structure, we could revert back to the previously approved masterplan in which a full build-out would be possible. Summary of these changes include: 254 spaces required for The Wave and 299 being constructed on the lots north and south of the property. Total development parking demand as shown is 793 spaces, and supply of provided parking will be 803 spaces. This does not include the 75 on-street spaces in the 24th Ave ROW that were also left out of the original parking count.

As indicated in red dashed lines on the PUD master plan we are showing the outline of a parking ramp. This ramp is shown as a possibility for the development pending how the PILOT policy is structured for future developments.

Maegin Elshaug

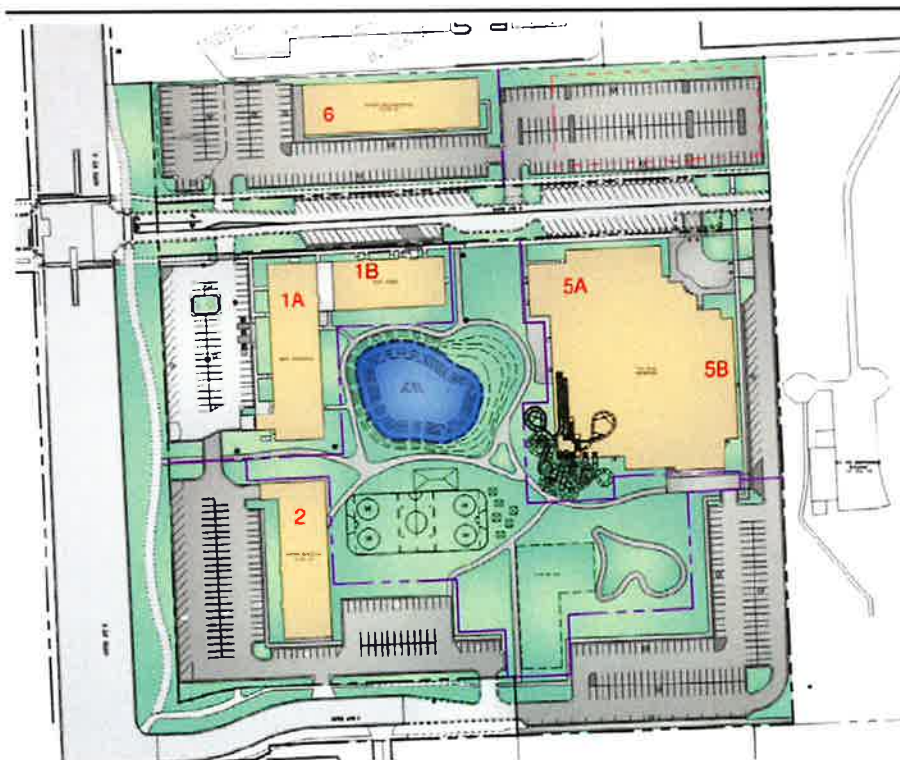
From: Brian Reinarts [REDACTED]
Sent: Wednesday, August 30, 2023 8:48 AM
To: Blake Nybakken; Maegin Elshaug
Subject: FW: EOLA Fargo Projected Parking Needs
Attachments: EOLA Parking Narrative.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Maegin,

Below is the parking analysis by Kevin White with Walker Consultants. I have also attached a master plan image that is labeled to corrolate with the site development buildings table.
The attached file is the narrative discussing the proposed parking layout.
Let me know if there is anything else that you may need.
Thanks.



Enhancing communities
through innovative
development.

Subscribe

Cell: [REDACTED]

Office: [REDACTED]

Email: [REDACTED]

745 31st Ave E #105

West Fargo, ND 58078

EPICCompaniesND.com



2023 SUMMER CONCERTS

HAIRBALL

July 21

GRANGER SMITH

July 22

**SAWYER BROWN
AND BLACKHAWK**

August 10

Confidentiality Notice: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution or copying is prohibited. If you are not the intended recipient(s), please contact the sender by replying to this e-mail and destroy/delete all copies of this e-mail message.

From: White, Kevin [REDACTED] >
Sent: Tuesday, August 29, 2023 8:06 PM
To: Brian Reinarts [REDACTED] >
Cc: Blake Nybakken [REDACTED]
Subject: EOLA Fargo Projected Parking Needs

Brian –

See email below. The summary was provided by EPIC and the projected parking needs are assuming primarily shared parking (other than the reserved residential parking), and were determined using the Urban Land Institute's Shared Parking Model. Walker Consultants did all modeling of projected parking needs based on the land use summary from EPIC.

Land Use Program

Numbers across the top are the site development buildings.

Type	1A	1B	2	3	4	5A	5B	6	Total
Retail	1,020	613	1,295			6,240			9,168
Restaurant fast casual	1,165	700	1,480						3,345
Restaurant dining sit down	1,640	1,834	4,625						10,099
Office	8,735	6,400	4,700						19,835
Hotel (full service)							133	125	260
Hotel restaurant/lounge/bar							7,000		7,000
Indoor waterpark						42,000			42,000
Resident apartment									
1BR	69		24	Removed	Removed				93
2BR	16		13						29
3 BR	8		12						20
Total	93		54						147
Resident condo									
Studio			12						12
1BR		7	12						19
2BR		20	9						29
3BR									0
Total		27	33						60

Projected Parking Needs

Projected parking needs are based on full build-out and occupancy of the land use program above. The resulting recommended supply for the proposed project is based on the projected peak hour of design day parking demand. The 85th percentile of peak-hour observations for each land use is generally recommended by Shared Parking.

Peak Weekday		Peak Weekend	
Customer/Visitor	448	Customer/Visitor	471
Employee/Resident	103	Employee/Resident	115
Reserved	207	Reserved	207
Total	758	Total	793

Hope this is helpful.

Thank you,
Kevin

Kevin White, AICP, CAPP
Parking and Mobility Consultant



WALKER
CONSULTANTS

7760 France Avenue South, Suite 820 | Minneapolis, MN 55435

www.walkerconsultants.com | [Blog](#) | [Facebook](#) | [LinkedIn](#) | [Twitter](#)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

400

ORDINANCE NO. _____

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

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in 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.

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. _____

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

400d

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

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in 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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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:

- 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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



41

Memorandum

DATE: October 2, 2023
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Notice and Order at 1809 14 Ave S, Fargo, ND 58103

The property owner of 1809 14 Ave S, Fargo, ND 58103, Fargo ND, 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 21-0405, a hearing date is scheduled for October 2, 2023.

Commission action requires a 10 day allowance for action per Article 21-0405.E.
Article 21-0406 also allows court action if that is the course the commission chooses to take.
Article 21-0412 is allowance for Owner appeal to City Commission action.

The recommendation is to **designate this a dangerous building, direct the City Attorney to prepare findings of fact in this matter, and order its removal on December 1, 2023. Please direct the appropriate staff to secure the removal of this building should the owner fail to do so.**

Property Information: Building is currently uninhabitable due to condition.

Location: 1809 14 AVE S FARGO ND 58103

Owner: RUTH E JENSEN

Description: Single story single stall detached garage.

Description of Damage:

- Garage roof has collapsed into the structure.
- Exterior walls appear to lean due to collapse of roof.
- Structure could become an attractive nuisance for children and vagrants.
- Interior of structure is exposed to elements which could lead to rot and deterioration.
- Large gaps could allow the structure to provide harborage to vermin.

TimeLine of Events:

2/9/2023	Alerted of possible Dangerous Building, exterior inspection done. Inspection inconclusive
3/10/2023	Conducted 2 nd investigative inspection. Watching structure to see if owner will repair.
8/1/2023	Posted garage as Dangerous Building
9/18/2023	Request for public hearing set at commission
9/25/2023	Posted Notice of Dangerous Building Hearing – Order to Show Cause
10/2/2023	Dangerous Building hearing

Additional Information:



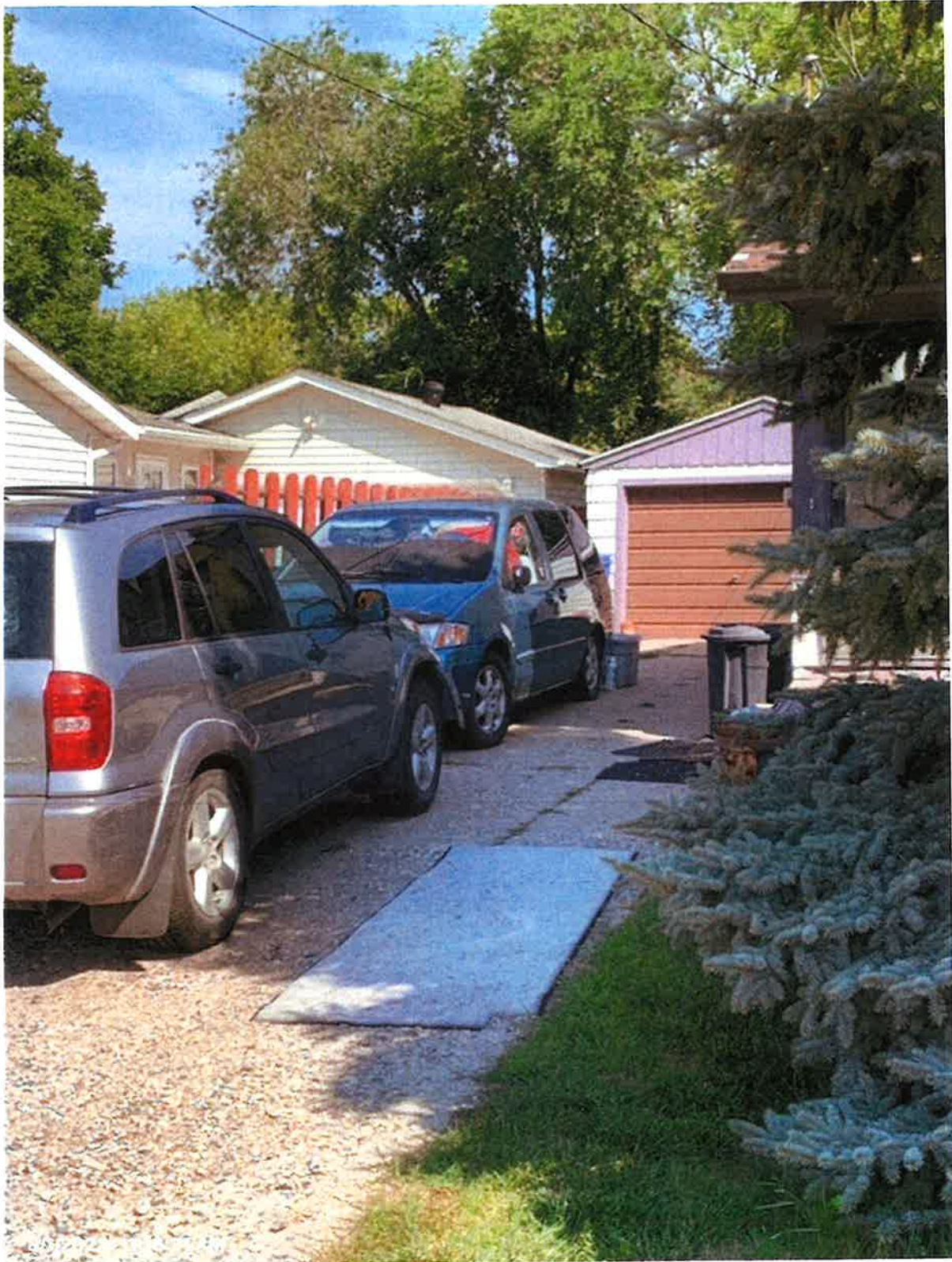
4/17/2023 2:34:10 PM





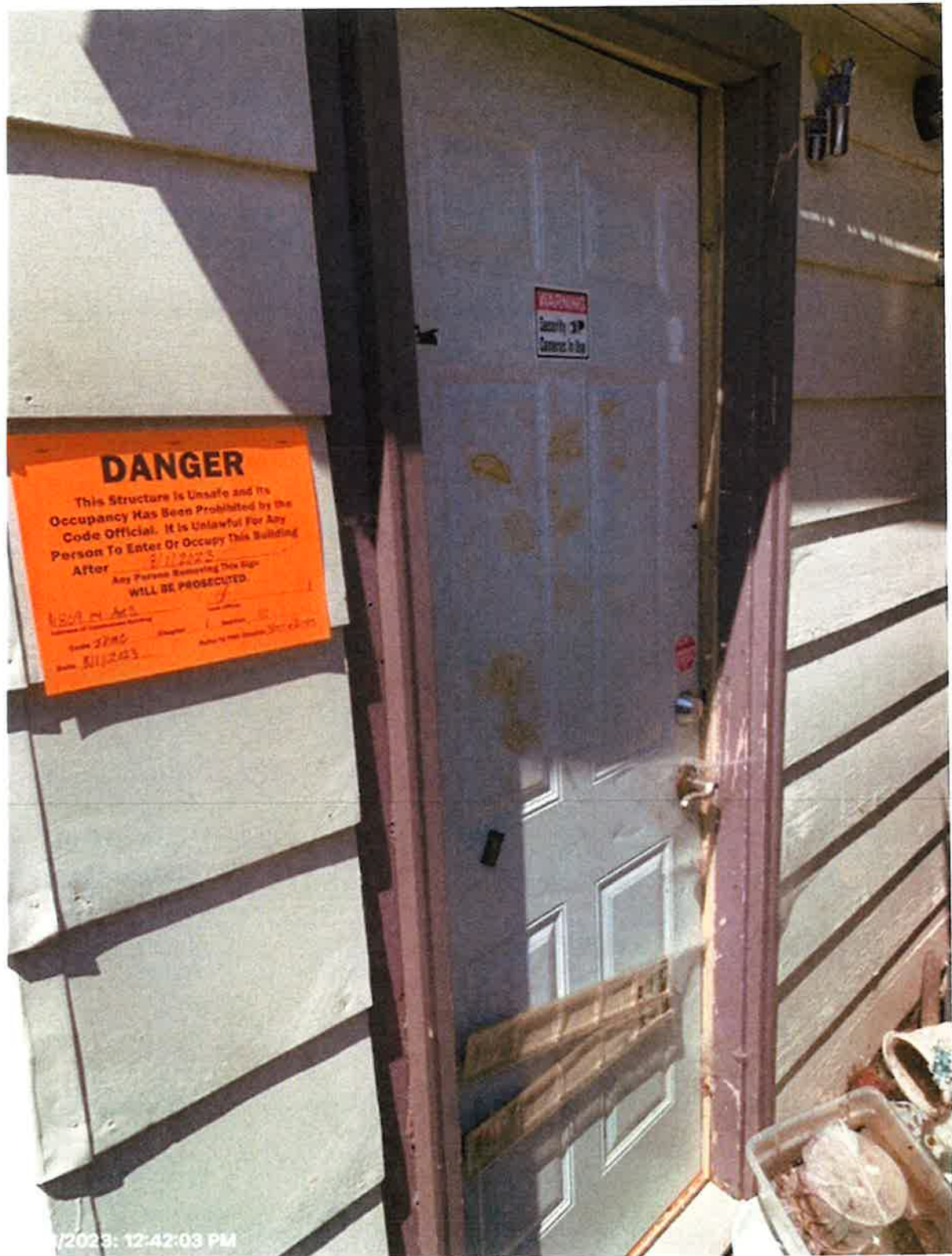




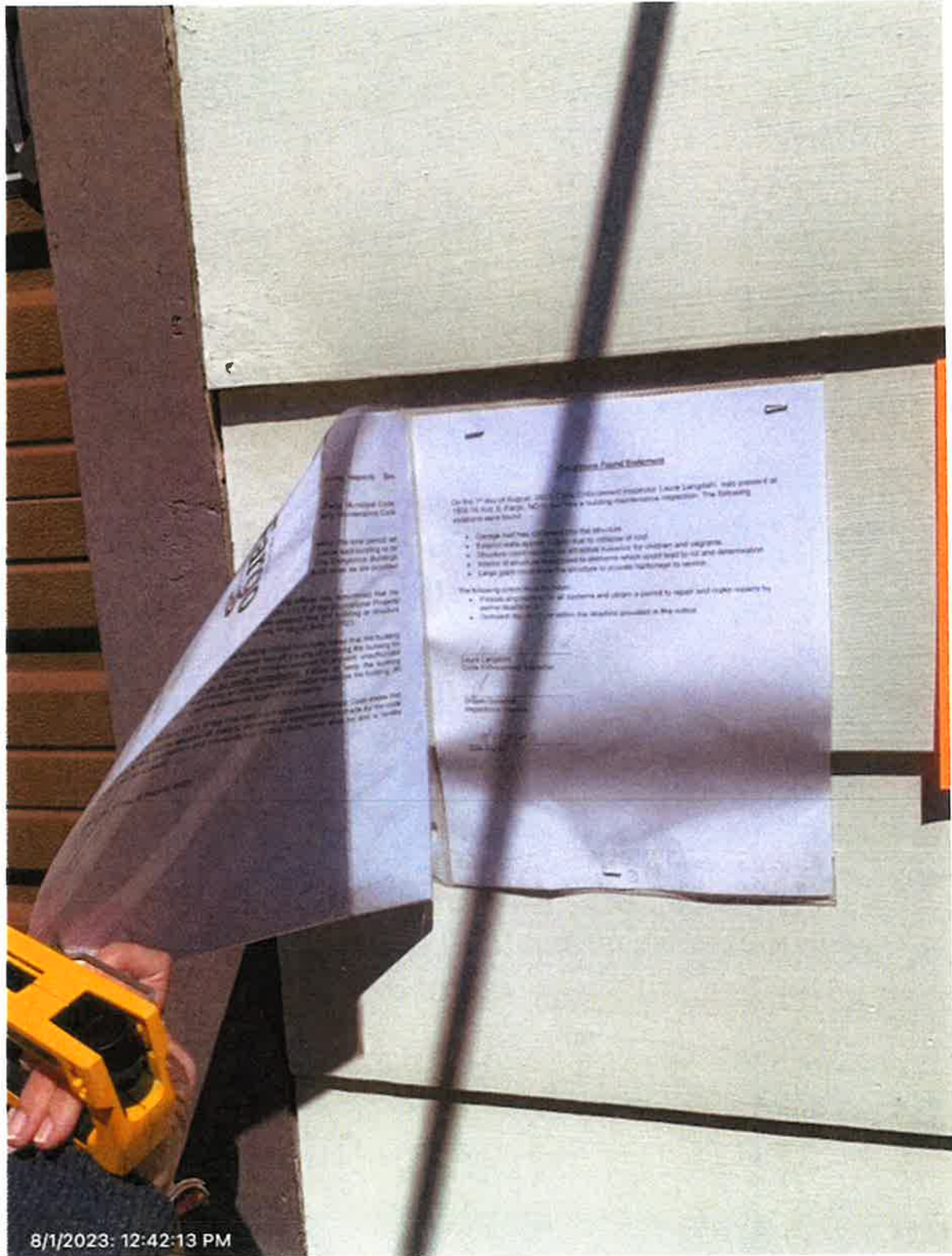












8/1/2023: 12:42:13 PM





Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
701-476-6779 fax



NOTICE OF DANGEROUS BUILDING

TO: Ruth E Jensen
1809 14 Ave S

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 1809 14 Ave S, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Lot: 18 Block: 1 SALLY HILLEBOE LOT 18 BLK 1

(hereinafter referred to as "the building")

3. That an inspection was made of the building on the 1st day of August by Laura Langdahl, Code Enforcement Inspector of the City of Fargo.

4. That the code enforcement inspector for the City of Fargo has found the building, consisting of a single-story, wood framed, detached garage structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and the International Property Maintenance Code, Section 111.1.5 concerning Dangerous Structures.

5. This building has been found to be a dangerous building by the code enforcement inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.

6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Property Maintenance Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 111.8 of the International Property Maintenance Code, 2021 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 1st day of August, 2023.

11. Order to secure building. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building be made secure by the 8th day of August, 2023 and remain secured to prevent unauthorized entrance. **An inspector will continue to verify compliance.** Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

12. Means of Appeal. Section 107.1 of the International Property Maintenance Code states that In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals.

Dated this 1st day of August, 2023.


Conditions Found Statement

On the 1st day of August, 2023, Code Enforcement Inspector Laura Langdahl, was present at 1809 14 Ave S, Fargo, ND to address a building maintenance inspection. The following violations were found:


- Garage roof has collapsed into the structure.
- Exterior walls appear to lean due to collapse of roof.
- Structure could become an attractive nuisance for children and vagrants.
- Interior of structure is exposed to elements which could lead to rot and deterioration.
- Large gaps could allow the structure to provide harborage to vermin.

The following action must be taken:

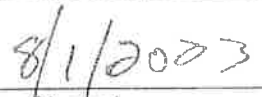
- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.



Laura Langdahl
Code Enforcement Inspector



Shawn Ouradnik
Inspections Director



Date Signed

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8324 6475 87

RUTH E JENSEN
1809 14TH AVE S
FARGO ND 58103-3819



Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 08/01/2023

Shipped From:

Name: CITY OF FARGO

Address: 225 4TH ST N

City: FARGO

State: ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express®	
Priority Mail®	0
First-Class Package Service®	
Returns	
International®	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk

1. Home screen > Mailing/Shipping > More
2. **Select Shipment Confirm**
3. **Scan or enter the barcode/label number** from PS Form 5630
4. **Confirm the volume count** message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail.
Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE



9275 0901 1935 6200 0046 1223 69

Firm Mailing Book For Accountable Mail

Name and Address of Sender		Check type of mail or service	
CITY OF FARGO 225 4TH ST N FARGO ND 58102	USPS Tracking/Article Number	<input type="checkbox"/> Adult Signature Required	<input type="checkbox"/> Priority Mail Express
		<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail
		<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Return Receipt for Merchandise
		<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation
		<input type="checkbox"/> Collect or Delivery (COD)	<input type="checkbox"/> Signature Confirmation Restricted Delivery
		<input type="checkbox"/> Insured Mail	
		<input type="checkbox"/> Priority Mail	
		Addressee Name Street City, State, & ZIP Code(s)*	
1. 9214 8901 9403 8324 6475 87		RUTH E JENSEN 1809 14TH AVE S FARGO ND 58103-3819	

USPS Tracking/Article Number		Priority Mail	Restricted Delivery		Address: Name Street, City, State, & ZIP Code (*)		Postage	(Extra Service) Fee	Ending Charge	Actual Value (Registered)	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
9214 8901 9403 8324 6475 87							0.63	4.35								2.20			
RUTH E JENSEN			1809 14TH AVE S			FARGO ND 58103-3819													

Total Number of Pieces	Total Number of Houses	Postmaster Per (Name of receiving employee)
Received at Post Office		
Received by Sender		

Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.

Complete in ink

FD-302a (Rev. 1-25-70) (Page 1 of 1)

4362761



Confirmation Services Certification

COMPANY INFORMATION

Company Name

City of Fargo

Address (Number, street, suite no., city, state, and ZIP Code™)

225 4th St N

Fargo ND 58102

Mailer Identification (MID)*: MID is a unique 6- or 9-digit number that identifies the mailer or the mailer's client. A conforming MID is a six-digit MID beginning with C-B or a nine-digit MID beginning with 9.

ELECTRONIC FILE

The electronic file submitted by the company shown above has been certified by the National Customer Support Center (NCSC) to be complete and accurate in both content and transmission and to meet the requirements as defined in Publication 199, *Intelligent Mail Package Barcode (IMpb) Implementation Guide for Confirmation Services and Electronic Verification System (eVS) Mailers*.

Authorized NCSC Signature

Date Signed

BARCODED LABELS

The barcoded labels printed and submitted by the company shown above have been certified by the NCSC to meet the standards and specifications as prescribed in Publication 199 and the appropriate ANSI or AIM published standards.

Authorized NCSC Signature

Date Signed

INSTRUCTIONS FOR MAILER

Keep the original of this form in a safe place and provide a copy to your local USPS® facility if requested. Shipments included in Service Performance Measurement should submit a PS Form 3152 with each mailing. In the space below, place a GS1-128 barcode representing the Electronic File Number from the Header Record. If you cannot print the barcode, fill in the sequence numbers and check digit (the digits that follow the MID) from your Electronic File Number. This information is in the Header Record of the electronic file.

IMpb barcodes are required for all tracking numbers effective 1/27/2013. Valid Application Identifiers (AI): IMpb barcode AI "92" uses a 9-digit Mailer ID for commercial permit payment mailers, IMpb barcode "93" uses a 6-digit Mailer ID for commercial permit payment mailer, IMpb barcode "94" is used for online and meter mailers. Legacy barcode AI "91" will continue to be accepted for a limited time with an approved exception or waiver.

Place the barcode here or write the serial number and check digit of the electronic file in the spaces provided.



92750901193562000046122369

Confirmation Services Electronic File Number

**92/93

750

901193562

00004612236

9

AI

STC

Mailer ID

Serial Number

Check Digit

94

AI

STC

Source Identifier

Mailer ID

Serial Number

Check Digit

**91 can be used if approved for exception.

INSTRUCTIONS FOR ACCEPTANCE EMPLOYEE

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Date and Time of Verification

Date and Time of Mailing (if different from date of verification)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

[illegible]

Re: Notice of Dangerous Building
1809 14 Ave S, Fargo, ND 58103
CM Receipt#: 9214 8901 9403 8324 6475 87

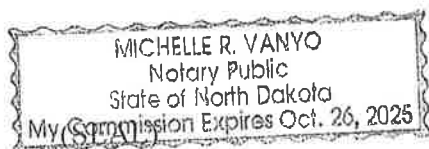
Michelle Lemar, being first duly sworn and being of legal age, deposes and says that on the 1st day of August 2023, she served the attached notice, upon 1809 14 Ave S, by placing true and correct copies thereof in an envelope addressed as follows:

Ruth E Jensen
1809 14th Ave S
Fargo, ND 58103-3819

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.


Michelle Lemar

Subscribed and sworn to before me this 1 day of August 2023.



Michelle L. Lange
Notary Public
Cass County, North Dakota


Mailer: City of Fargo

Date Produced: 08/16/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8324 6475 87. Our records indicate that this item was delivered on 08/15/2023 at 12:52 p.m. in FARGO, ND 58103. The scanned image of the recipient information is provided below.

Signature of Recipient :

X	
Printed Name	Ruth Jensen
Delivery Address	1809 14th Ave So, Fargo ND

Address of Recipient :

	
--	---

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

RUTH E JENSEN
1809 14TH AVE S
FARGO ND 58103-3819

Customer Reference Number: C4363761.26069174

PROOF OF ACCEPTANCE
(ELECTRONIC)

PRODUCED DATE: 08/02/2023

CITY OF FARGO:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8324 6475 87

Our records indicate that this item was accepted by the USPS at:
ARRIVAL AT UNIT FARGO,ND 58103 08/02/2023

ORIGINAL INTENDED RECIPIENT:
RUTH E JENSEN
1809 14TH AVE S
FARGO ND 58103-3819

City of Fargo
225 4th St N
Fargo ND 58102

USPS CERTIFIED MAIL



9214 8901 9403 8324 6475 87

RUTH E JENSEN
1809 14TH AVE S
FARGO ND 58103-3819

Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
701-476-6779 fax



NOTICE OF DANGEROUS BUILDING

TO: Ruth E Jensen
1809 14 Ave S

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 1809 14 Ave S, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Lot: 18 Block: 1 SALLY HILLEBOE LOT 18 BLK 1

(hereinafter referred to as "the building")

3. That an inspection was made of the building on the 1st day of August by Laura Langdahl, Code Enforcement Inspector of the City of Fargo.

4. That the code enforcement inspector for the City of Fargo has found the building, consisting of a single-story, wood framed, detached garage structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and the International Property Maintenance Code, Section 111.1.5 concerning Dangerous Structures.

5. This building has been found to be a dangerous building by the code enforcement inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.

6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Property Maintenance Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 111.8 of the International Property Maintenance Code, 2021 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 1st day of August, 2023.

11. Order to secure building. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building be made secure by the 8th day of August, 2023 and remain secured to prevent unauthorized entrance. An inspector will continue to verify compliance. Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

12. Means of Appeal. Section 107.1 of the International Property Maintenance Code states that In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals.

Dated this 1st day of August, 2023.


Conditions Found Statement

On the 1st day of August, 2023, Code Enforcement Inspector Laura Langdahl, was present at 1809 14 Ave S, Fargo, ND to address a building maintenance inspection. The following violations were found:


- Garage roof has collapsed into the structure.
- Exterior walls appear to lean due to collapse of roof.
- Structure could become an attractive nuisance for children and vagrants.
- Interior of structure is exposed to elements which could lead to rot and deterioration.
- Large gaps could allow the structure to provide harborage to vermin.

The following action must be taken:


- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.



Laura Langdahl
Code Enforcement Inspector



Shawn Ouradnik
Inspections Director



Date Signed



Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 08/01/2023

Shipped From:

Name CITY OF FARGO

Address 225 4TH ST N

City FARGO

State ND ZIP+4® 58102

Type of Mail	Volume
Priority Mail Express™	
Priority Mail®	0
First-Class Package Service®	
Returns	
International™	
Other	1
Total	1

*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

Note to RSS Clerk:

1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail.
Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE



9275 0901 1935 6200 0046 1223 69

Firm Mailing Book For Accountable Mail

[illegible]

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Confirmation Services Certification

COMPANY INFORMATION

Company Name

City of Fargo

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Address (Number, street, suite no., city, state, and ZIP Code™)

225 4th St N

Fargo ND 58102

ELECTRONIC FILE

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Confirmation Services Electronic File Number

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AI

STC

Mailer ID

Serial Number

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94

AI

STC

Source Identifier

Mailer ID

Serial Number

Check Digit

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Date and Time of Verification

Date and Time of Mailing (if different from date of verification)



Tax Exempt Review Committee

Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

42

September 28, 2023

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: New Industry Exemption for Corvent Medical, Inc.

Dear Commissioners:

Attached is the application made by Corvent Medical, Inc. for a 5 year, new industry property tax exemption, according to N.D.C.C. Chapter 40-57.1. This application is for a new business that will manufacture medical ventilators at 4837 Amber Valley Parkway S. The project has been certified as primary sector.

This project was previously approved at 400 45 St S. This application is for re-approval of this project at a new location.

Notices to competitors have been published. The Economic Development Incentive Committee has met to consider this application. No potential competitors appeared at the Economic Development Incentive Committee meeting. This project meets our current policy. The application contains information regarding projected value of the project upon completion, the nature of jobs to be created, and a description of the service to be provided. The applicant will pay the full land taxes of approximately \$16,300.

The recommendation of the Economic Development Incentive Committee is to approve a 5-year tax exemption.

SUGGESTED MOTION:

Approval of a 5-year, 100% new industry property tax exemption for Corvent Medical, Inc. located at 4837 Amber Valley Parkway S.

Sincerely,

Michael Splonskowski

Mike Splonskowski
City Assessor

Application For Property Tax Incentives For New or Expanding Businesses

N.D.C.C. Chapter 40-57.1

Project Operator's Application To Fargo
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1. Name of project operator of new or expanding business Corvent Medical, Inc.
2. Address of project 4837 Amber Valley Parkway S
City Fargo County Cass
3. Mailing address of project operator 1805 NDSU Research Park Drive N, Suite 118
City Fargo State ND Zip 58102
4. Type of ownership of project
☐ Partnership ☐ Subchapter S corporation ☐ Individual proprietorship
☒ X Corporation ☐ Cooperative ☐ Limited liability company
5. Federal Identification No. or Social Security No. [REDACTED]
6. North Dakota Sales and Use Tax Permit No. [REDACTED]
7. If a corporation, specify the state and date of incorporation Delaware - March 30, 2020
8. Name and title of individual to contact Travis Murphy, CFO
 Mailing address 1805 NDSU Research Park Drive N, Suite 118
 City, State, Zip Fargo, ND 58102 Phone No. [REDACTED]

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific.

<input checked="" type="checkbox"/> Property Tax Exemption <u>5</u> Number of years <u>100%</u> Percent of exemption	<input type="checkbox"/> Payments In Lieu of Taxes Beginning year _____ Ending year _____ Amount of annual payments (attach schedule if payments will vary) _____
---	--
10. Which of the following would better describe the project for which this application is being made:
☒ New business project ☐ Expansion of a existing business project

Description of Project Property

11. Legal description of project real property

~~Lot 3 Block 1 GAMMA FARGO ADDN LT 3 BLK 1 ** 1-29-16 RE PLATTED ERM 01-6150-00100-000, 00200-000 & 00300-000 PER PLAT DOC#1464683 (~~

12. Will the project property be owned or leased by the project operator? ☐ Owned ☒ Leased

If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?

☒ Yes ☐ No

If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility? ☐ New construction ☒ Existing facility

If existing facility, when was it constructed? 2005

 If new construction, complete the following:

a. Estimated date of commencement of construction of the project covered by this application N/A

b. Description of project to be constructed including size, type and quality of construction

N/A

c. Projected number of construction employees during the project construction N/A

14. Approximate date of commencement of this project's operations December 1, 2023

15. Estimated market value of the property used for this project:

a. Land \$ 1,151,000

b. Existing buildings and structures for which an exemption is claimed..... \$ 1,359,668

c. Newly constructed buildings and structures when completed \$ N/A

d. Total \$ 2,510,668

e. Machinery and equipment..... \$ 300,000

16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:

a. Land (not eligible)

b. Eligible existing buildings and structures \$ 67,983

c. Newly constructed buildings and structures when completed \$ N/A

d. Total taxable valuation of property eligible for exemption (Add lines b and c)..... \$ 67,983

e. Enter the consolidated mill rate for the appropriate taxing district 283.22

f. Annual amount of the tax exemption (Line d multiplied by line e) \$ 19,254.25

Description of Project Business

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in: ☐ Ag processing ☒ Manufacturing ☐ Retailing
☐ Wholesaling ☒ Warehousing ☐ Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

Space will be used primarily for the manufacturing of medical ventilators and warehousing ventilators and accessories used with the ventilators. Space will also be used for product testing, customer service, general and administrative.

19. Indicate the type of machinery and equipment that will be installed

Air handling and humidity control for clean manufacturing environment, production equipment used in electronics and mechanical assembly, receiving and completed product inspection equipment, lab benches, material movement/handling equipment

20. For the project only, indicate the projected annual revenue, expense, and net income (before tax) from either the new business or the expansion itself for each year of the requested exemption.

Year (12 mo. periods)	New/Expansion Project only Year 1	New/Expansion Project only Year 2	New/Expansion Project only Year 3	New/Expansion Project only Year 4	New/Expansion Project only Year 5
Annual revenue	<u>16,686,000</u>	<u>44,704,000</u>	<u>83,230,000</u>	<u>167,357,000</u>	<u>314,755,000</u>
Annual expense	<u>28,278,000</u>	<u>41,697,000</u>	<u>76,773,000</u>	<u>129,651,000</u>	<u>249,147,000</u>
Net income	<u>-11,592,000</u>	<u>3,007,000</u>	<u>6,457,000</u>	<u>37,706,000</u>	<u>65,608,000</u>

21. Projected number and salary of persons to be employed by the project for the first five years:

Current positions & positions added the initial year of project

# Current Positions	New Positions Under \$13.00	New Positions \$13.01-\$15.00	New Positions \$15.01-\$20.00	New Positions \$20.01-\$28.00	New Positions \$28.01-\$35.00	New Positions Over \$35.00
11				1	3	19

Year	(Before project)	Year 1	Year 2	Year 3	Year 4	Year 5
No. of Employees	(1) <u>5</u>	<u>27</u>	<u>38</u>	<u>56</u>	<u>73</u>	<u>90</u>
	(2) <u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Estimated payroll	(1) <u>575,000</u>	<u>2,641,000</u>	<u>3,705,000</u>	<u>4,776,000</u>	<u>5,807,000</u>	<u>7,159,000</u>
	(2) <u>156,000</u>	<u>182,000</u>	<u>208,000</u>	<u>234,000</u>	<u>260,000</u>	<u>286,000</u>

(1) - full time
(2) - part time

Previous Business Activity

22. Is the project operator succeeding someone else in this or a similar business? ☐ Yes ☒ No
23. Has the project operator conducted this business at this or any other location either in or outside of the state?
☒ Yes ☐ No
24. Has the project operator or any officers of the project received any prior property tax incentives? ☐ Yes ☒ No
- If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).
-
-

Business Competition

25. Is any similar business being conducted by other operators in the municipality? ☐ Yes ☒ No
- If YES, give name and location of competing business or businesses
-
-

Percentage of Gross Revenue Received Where Underlying Business Has ANY Local Competition %

Property Tax Liability Disclosure Statement

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it? ☐ Yes ☒ No
27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property? ☐ Yes ☒ No
- If the answer to 26 or 27 is Yes, list and explain
-
-

Use Only When Reapplying

28. The project operator is reapplying for property tax incentives for the following reason(s):
- ☐ To present additional facts or circumstances which were not presented at the time of the original application
- ☒ To request continuation of the present property tax incentives because the project has:
- ☒ moved to a new location
- ☐ had a change in project operation or additional capital investment of more than twenty percent
- ☐ had a change in project operators
- ☐ To request an additional annual exemption for the year of _____ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Travis Murphy, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

Travis Murphy
Signature

CFO
Title

8/24/2023
Date

PRIVACY ACT NOTIFICATION

In compliance with the Privacy Act of 1974, disclosure of a social security number or Federal Employer Identification Number (FEIN) on this form is required under N.D.C.C. §§ 40-57.1-03, 40-57.1-07, and 57-01-15, and will be used for tax reporting, identification, and administration of North Dakota tax laws. Disclosure is mandatory. Failure to provide the social security number or FEIN may delay or prevent the processing of this form.

Certification of Governing Body (To be completed by the Auditor of the City or County)

The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the _____ day of _____, 20____, granted the following:

☐ **Property Tax Exemption**

☐ **Payments in lieu of taxes**

_____ Number of years

_____ Beginning year _____ Ending year

_____ Percent of exemption

_____ Amount of annual payments (Attach schedule if payments will vary)

Auditor

Business Incentive Agreement

- I. In fulfillment of the requirements of N.D.C.C. § 54-60.1-03, Grantor and Recipient enter into this Business Incentive Agreement.

Grantor

Name	City of Fargo
Address	225 4th Street North Fargo, ND 58102

Recipient

Name Corvent Medical, Inc.	
Address 1805 NDSU Research Park Drive N Suite 118 Fargo, ND 58102	
Contact Person Travis Murphy	E-mail Address [REDACTED]
Recipient Parent Company (If applicable)	
Business Type (NAICS Code) 339112	
Location of Recipient Prior to Receiving Incentive (If different)	

2. Description of project.

CorVent Medical Inc. is relocating operations from Southern California to Fargo, North Dakota and will configure space for product development, testing, manufacturing and warehousing. Quality control, regulatory, finance, administration and customer support will also be relocated and consolidated to this space in Fargo, ND. It is expected that total headcount in North Dakota will grow to 90 FT and PT employees within 5 years, generating payroll of approx \$7,445,000 per year

3. Grantor(s) agrees to provide recipient with a business incentive described as follows:

3.a. Is this incentive tax increment financing? ☐ Yes ☒ No

If yes, describe the type of district:

4. The business incentive will be provided on _____.
This date is the benefit date.

5. The public purpose(s) of the business incentive are: ☐ Assisting community development
☒ Directly create employment opportunities ☐ Increase tax base
☐ Job retention ☒ Indirectly increase employment opportunities
☒ Other Diversify Fargo's Economic Base

6. Value of Business Incentive: \$ 96,271

7. Recipient currently employs 11 people, located in Fargo, ND

8. In return for the business incentive, Recipient shall, within two years create: 38
Number of full-time equivalent jobs

\$46.88	+	\$8.72	=	\$55.60
Average hourly wage		Benefits per hour value		Average hourly compensation

9. The Recipient shall continue operations in the jurisdiction in which the business incentive was issued for five years or more after the benefit date.

10. Recipient shall file a recipient report with the Grantor, as described in N.D.C.C. § 54-60.1-05 annually on or before March 1st of each year for two years, beginning in 2007, following the benefit date or until the goals of paragraph 8 are met, whichever is later

10.a. Grantor shall mail the recipient a warning letter if no report is received by March 8th. Recipient shall file the progress report within 14 days of the postmarked date of the warning letter.

10.b. If a recipient report is not received within 14 days of the warning letter, Recipient agrees to pay to Grantor a \$100 penalty for each subsequent day until the report is filed. The maximum penalty under this section may not exceed \$1,000.

11. Recipient shall pay back the value of the incentive to the Grantor, prorated to reflect any partial fulfillment of the job and compensation goals, if, after two years, the job and compensation goals listed in paragraph 8 are not met.

- 11.a. Paragraph 11 does not apply if the job and compensation goals were not met as a result of an act of God or terrorism.
12. This business incentive agreement shall only be modified or extended by the Grantor pursuant to N.D.C.C. § 54-60-104.
13. If the terms of this business incentive agreement are not met, Recipient shall not receive a business incentive from any grantor for five years from the date of failure or until a recipient satisfies the repayment obligation.
14. The Recipient has disclosed, in attachment "A" of this agreement, all additional financial assistance received from state or political subdivision Grantors for this project since inception.
15. By signing this agreement, Recipient verifies that it has not failed to meet the terms of any business incentive agreement in the last five years.

Dated this _____ day of _____, 20__.

Grantor: _____ on behalf of _____

Dated this 24th day of August, 2023.

Recipient: Travis Murphy on behalf of Corvent Medical, Inc.



August 24, 2021

Travis Murphy
Corvent Medical Inc
2326 Walsh Ave
Santa Clara, CA 95051

Dear Travis:

Thank you for your application for primary-sector certification by the North Dakota Department of Commerce, Economic Development & Finance Division. We have reviewed your application and determined that ED&F can certify your company, **Corvent Medical Inc**, as primary sector and a new wealth creator in the economy of North Dakota. This certification is valid for **four years** from today's date (expires 8/24/2025).

Most of North Dakota's economic development programs, tools and incentives are targeted toward primary-sector clients. You may be requested to provide a copy of this primary-sector certification letter when you apply for certain economic development incentive and funding programs.

This certification does not guarantee the receipt of any North Dakota business incentive. For example, there are additional qualification criteria for the Seed Capital Investment and Agricultural Business Investment personal income tax credits, and it is critical that investments **NOT** be made prior to the business receiving certification for these two credits. If you are pursuing certification for investment tax credits and need to know the criteria required for qualification, contact Joe Cicha 701-328-7283.

This certification is not the application process for the North Dakota New Jobs Training Program administered by Job Service North Dakota. To apply for the North Dakota New Jobs Training Program, you must contact Job Service North Dakota for the required application forms. Application forms for other programs that require primary sector certification are available from the agency administering the program.

Also, companies and individuals pursuing the Investment tax credit incentive are reminded there is a cap on available dollars. Please visit with the ND Office of the Tax Commissioner regarding the remaining balance for investment tax credits. The credits are available on a first-come-first-serve basis until the law-defined cap is met.

North Dakota appreciates your contribution to the citizens and economy of our state. If there is anything further we can do to assist your company, please contact us at 701-328-5300.

Sincerely,



Joshua Teigen, Director
Economic Development & Finance Division

1600 E Century Avenue, Suite 2 | P.O. Box 2057 | Bismarck, ND 58502-2057

PHONE: 701-328-5300 | TOLL-FREE: 1-866-4DAKOTA | ND RELAY TTY: 1-800-366-6888 | VOICE: 1-800-366-6889 | NDCommerce.com

Exemption Evaluation Calculator 2020										150.1		176.2	
Corvent Medical Inc										Points		Points	
Project Type Code (Ctrl-C to view)										5	38.0	5	38.0
Current Number Of Employees										8		8	
Hourly Salary Without Benefits													
Under \$13.00													
\$13.01-\$15.00													
\$15.01-\$20.00													
\$20.01-\$28.00										1	Pts. For # Jobs->	11	Pts. For # Jobs->
\$28.01-\$35.00										3	Pts. For \$ Jobs->	2	Pts. For \$ Jobs->
Over \$35.00										19		38	
TOTAL # OF JOBS CREATED										23		51	
% GI w/ Local Competition (not downtown)											25.0		0%
Value of Proposed Buildings										\$	1,359,668		\$ 1,359,668
Downtown Location (Y/N)											N		N
Startup Firm (Y/N)											Y		Y
Has Const Started or Has Bldg Been													
Occupied If Existing (Y/N)											n		n
Number of Years (Exemption)											5		5
Company Safety Experience Rating											0.0		0
RECOMMENDATION IS TO										APPROVE			
Description										Tech Research			
Estimated New Annual Payroll										\$1,672,320			
Estimated Annual Real Estate Tax										\$19,254			
Estimated PV of Exemption										\$83,361			
Payroll / PV of Exemption										20.1			
Property Value / # of Jobs										\$ 59,116			
Total Value Of Benefit										\$ 96,271			

**NOTICE OF PUBLIC HEARING
CITY OF FARGO
SERVICE CHANGES TO ROUTE 18**

(43)

The City of Fargo is considering service changes to Route 18, generally described below, to become effective October 30, 2023. This service change will allow for increased on-time performance of the route and will help ensure that riders who utilize Route 18 can reliably make transfers to other MATBUS routes.

Changes to Route 18: The proposed changes would remove a portion of the loop of Route 18 that currently travels past the Sheyenne High School, businesses along 40th Avenue S, and through a portion of the Osgood neighborhood. The route will travel its current path west on 40th Avenue S, south on 47th Street S and then east on 44th Avenue S where it will return to its current route.

Public Hearing Dates: Notice is hereby given that public hearings will be held for the purpose of service changes to Route 18:

Fargo City Commission
Monday, October 2, 2023
5:00 p.m.
Fargo City Hall
225 4th Street North
Fargo, ND 58102

At the hearing, interested persons will be afforded an opportunity to be heard with respect to the route change. In addition, written comments may be submitted in advance of the public hearing to:

Luke Grittner
Fargo Transit Planner
502 NP Avenue North
Fargo, ND 58102
(701) 476-6660
For TDD Relay Service call 7-1-1
lgrittner@matbus.com

Upon request, accommodations for people with disabilities, language barriers, or other needs to allow participation in meetings will be provided. To arrange assistance, call at least 48 hours before the meeting to give staff adequate time to make arrangements. For the Fargo City Commission call 701-241-1310 or 7-1-1 (TDD/TTY).

Publish in *The Forum*
North Dakota Legals
Tuesday September 5 and 12
Send 4 Affidavits of Publication

NOTICE OF PUBLIC HEARING
CITY OF FARGO
PROPOSED SERVICE CHANGES TO ROUTE 18

Page 91

The City of Fargo is considering service changes to Route 18, generally described below, to become effective October 30, 2023. This service change will allow for increased on-time performance of the route and will help ensure that riders who utilize Route 18 can reliably make transfers to other MATBUS routes.

Changes to Route 18: The proposed changes would remove a portion of the loop of Route 18 that currently travels past the Sheyenne High School, businesses along 40th Avenue S, and through a portion of the Osgood neighborhood. The route will travel its current path west on 40th Avenue S, south on 47th Street S and then east on 44th Avenue S where it will return to its current route.

Public Hearing Dates: Notice is hereby given that public hearings will be held for the purpose of service changes to Route 18:

Fargo Commission Meeting

Monday, October 2, 2023 5:00 pm, Fargo City Commission, Fargo City Hall, 225 4th St N, Fargo, ND, 58102

At the hearing, interested persons will be afforded an opportunity to be heard with respect to the route change. In addition, written comments may be submitted in advance of the public hearing to:

Luke Grittner
Fargo Transit Planner
502 NP Avenue North
Fargo, ND 58102
(701) 476-6660
For TDD Relay Service call 7-1-1
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September 26, 2023

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

Dear Commissioners:

Over the past year, The City of Fargo's Transit Department has evaluated the service performance and consistency of bus routes throughout the Fargo and West Fargo areas. In this evaluation we have identified that Route 18, which services a large portion of south Fargo, does not meet the on-time performance standards that we strive to uphold. Based on on-time performance analysis, ridership per bus stop analysis, and driver feedback, we are requesting the following change to route 18.

Changes to Route 18: The proposed changes would remove a portion of the loop of Route 18 that currently travels past the Sheyenne High School, businesses along 40th Avenue S, and through a portion of the Osgood neighborhood. The route will travel its current path west on 40th Avenue S, south on 47th Street S and then east on 44th Avenue S where it will return to its current route.

Notices of the proposed changes and public hearing were published in The Forum, and provided to passengers by posting notices at the Ground Transportation Center (GTC), posting on the MATBUS website, posting notices on MATBUS vehicles, digital display board at the GTC and social media. Maps were displayed at the GTC and comment sheets were available. As of September 26, comments were received from 6 people. The public hearing notice, posters, current and proposed route maps and detailed comments received are attached.

The requested motion is to approve all proposed route changes for the City of Fargo Transit Department effective October 30, 2023.

Thank you.

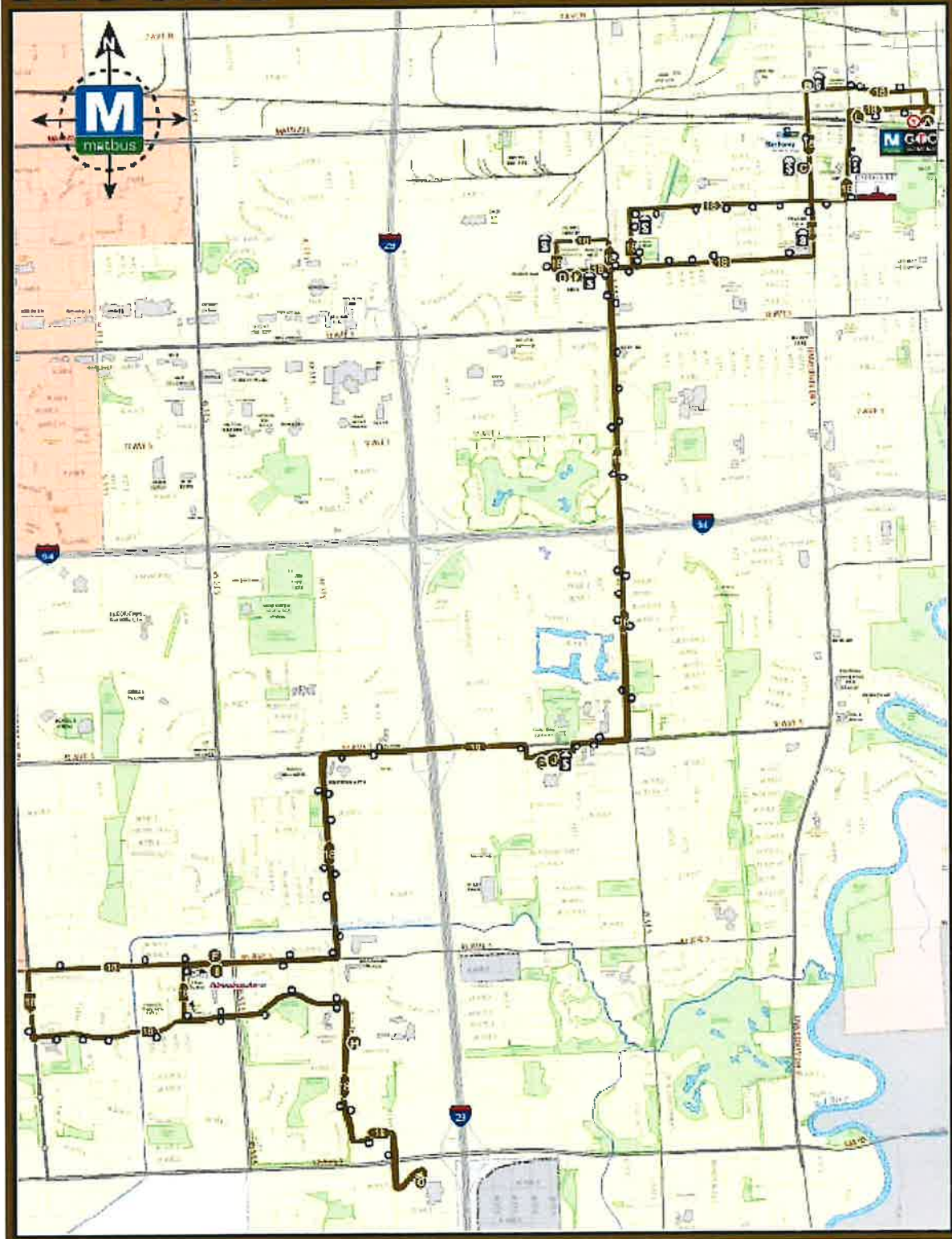


Cole Swingen
Assistant Transit Director – Operations
City of Fargo

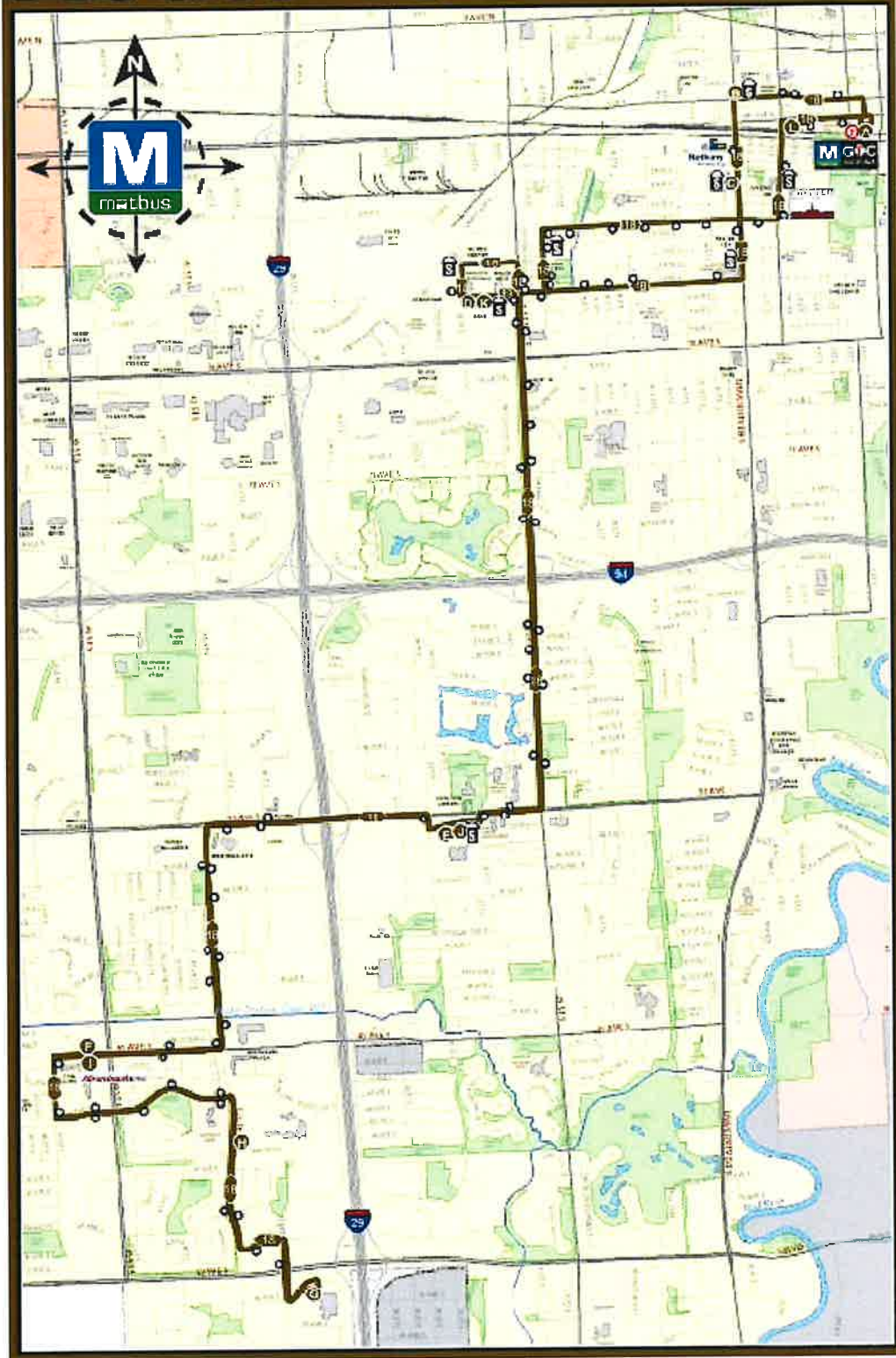
Attachments

For Schedule Information: 701-232-7500

Route 18 - Current



Route 18 - Proposed



COMMENT SHEET

PROPOSED MATBUS CHANGES – ROUTES 18

(The public hearings on these changes will be held Monday, October 2, 2023 5:00pm, Fargo City Commision, Fargo City Hall, 225 4th St. N. Fargo, ND 58102.)

Name: margo leabo Phone: 239-457 Route #: _____

Date: _____ Email: _____

Comments: You have excellent bus
service

Place in comment box, give to GTC Dispatcher, or Mail to: Luke Grittner, 650 23rd Street N, Fargo, ND 58102, Email: lgrittner@matbus.com

**COMMENT SHEET
PROPOSED MATBUS CHANGES – ROUTES 18**

(The public hearings on these changes will be held Monday, October 2, 2023 5:00pm, Fargo City Commission, Fargo City Hall, 225 4th St. N. Fargo, ND 58102.)

Name: Carlisha Phone: 218-303-6²⁸³ Route #: A11
Date: 9/18/23 Email: CarlisheSmith628@gmail.com

Comments: I think we should be able to
Be and dropped off at the GTC
When your closed so people can
get where they need to instead
of random drop off! ~~and~~

Place in comment box, give to GTC Dispatcher, or Mail to: Luke Grittner, 650 23rd Street N, Fargo, ND 58102, Email: lgrittner@matbus.com

COMMENT SHEET

PROPOSED MATBUS CHANGES – ROUTES 18

(The public hearings on these changes will be held Monday, October 2, 2023 5:00pm, Fargo City Commission, Fargo City Hall, 225 4th St. N. Fargo, ND 58102.)

Name: Chris Guy Phone: _____ Route #: _____

Date: 9-23-23 Email: _____

Comments: front Desk Andrew was
very nice and sweet has a good
looking

Place in comment box, give to GTC Dispatcher, or Mail to: Luke Grittner, 650 23rd Street N, Fargo, ND 58102, Email: lgrittner@matbus.com

COMMENT SHEET
PROPOSED MATBUS CHANGES – ROUTES 18

(The public hearings on these changes will be held Monday, October 2, 2023 5:00pm, Fargo City Commission, Fargo City Hall, 225 4th St. N. Fargo, ND 58102.)

Name: _____ Phone: _____ Route #: _____

Date: _____ Email: _____

Comments: _____

Great
Service
Today a lot

Place in comment box, give to GTC Dispatcher, or Mail to: Luke Grittner, 650 23rd Street N, Fargo, ND 58102, Email: lgrittner@matbus.com

PROPOSED MATBUS CHANGES – ROUTES 18

(The public hearings on these changes will be held Monday, October 2, 2023 5:00pm, Fargo City Commission, Fargo City Hall, 225 4th St. N. Fargo, ND 58102.)

Name: _____ Phone: _____ Route #: _____

Date: _____ Email: _____

Comments: NEED A BUS STOP ACROSS
FROM ALDI

Place in comment box, give to GTC Dispatcher, or Mail to: Luke Grittner, 650 23rd Street N, Fargo, ND 58102, Email: lgrittner@matbus.com

NEED A BUS STOP ACROSS FROM
ALDI BEFORE WALMART

COMMENT SHEET
PROPOSED MATBUS CHANGES – ROUTES 18

(The public hearings on these changes will be held Monday, October 2, 2023 5:00pm, Fargo City Commission, Fargo City Hall, 225 4th St. N.
Fargo, ND 58102.)

Name: _____ Phone: _____ Route #: _____

Date: _____ Email: _____

Comments: Do you answer to your riders?

When you're late, you don't care.

When you cancel a bus - you don't care
about riders.

And there are some rude people on your
staff.

Place in comment box, give to GTC Dispatcher, or Mail to: Luke Grittner, 650 23rd Street N, Fargo, ND 58102, Email:
lgrittner@matbus.com

SACL, SACL, SACL.

NOTICE OF HEARING
FOR SPECIAL ASSESSMENT OF
BUSINESS IMPROVEMENT DISTRICT (BID)

44

The Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing on special assessments for Business Improvement District (BID) fees, on Monday, October 2, 2023, at 5:15 o'clock p.m. in the City Commission Room, City Hall, Fargo, North Dakota.

Notice of assessment were mailed to property owners participating in the BID. Any person aggrieved may appeal from the action of the Board of City Commissioners by filing with the City Auditor, prior to October 2, 2023, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Board of City Commissioners should not be confirmed.

NOTICE OF HEARING
FOR SPECIAL ASSESSMENT OF
UNPAID UTILITY BILLS

The Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing on special assessments for Unpaid Utility Bills, provided in the list below, on Monday, October 2, 2023, at 5:15 o'clock p.m. in the City Commission Room, City Hall, Fargo, North Dakota.

Address	Parcel	Assessment	Reason
1309 11 ST N	01-2220-03130-000	3,003.49	Unpaid Utilities
702 UNIVERSITY DR N	01-1620-00030-000	2,372.26	Unpaid Utilities
4732 47 ST S	01-8170-00050-000	2,301.39	Unpaid Utilities
102 BROADWAY N	01-2381-00280-000	2,260.80	Unpaid Utilities
4344 ESTATE DR S	01-7730-01000-000	2,205.54	Unpaid Utilities
1025 7 AVE S	01-2400-00240-000	2,058.74	Unpaid Utilities
615 36 ST N	01-1044-00063-000	2,011.74	Unpaid Utilities
1401 13 1/2 ST S	01-2040-03110-000	1,939.88	Unpaid Utilities
509 26 AVE S	01-0502-00050-000	1,897.33	Unpaid Utilities
1105 7 AVE N	01-1120-00710-000	1,467.33	Unpaid Utilities
518 19 ST N	01-3300-00360-000	1,462.02	Unpaid Utilities
1000 45 ST S	01-8393-00010-000	1,423.98	Unpaid Utilities
855 45 ST S	01-3880-01609-000	1,407.18	Unpaid Utilities
913 7 AVE N	01-1120-00230-000	1,251.11	Unpaid Utilities
1017 10 ST N	01-0440-02570-000	1,238.77	Unpaid Utilities
6014 24 ST S	01-6350-00700-000	1,221.04	Unpaid Utilities
2756 GOLDEN LN S	01-8509-00820-000	1,141.64	Unpaid Utilities

5409 49 AVE S	01-8436-00790-000	1,131.09	Unpaid Utilities
218 22 ST S	01-0740-01160-000	1,127.75	Unpaid Utilities
3931 37 AVE S	01-0484-00015-000	1,120.49	Unpaid Utilities
4720 7 AVE S	01-3880-01561-000	1,041.67	Unpaid Utilities
2736 15 ST S	01-1885-01822-000	1,033.98	Unpaid Utilities
3214 LONGFELLOW RD N	01-1001-00400-000	1,032.52	Unpaid Utilities
4350 ESTATE DR S	01-7730-01100-000	980.21	Unpaid Utilities
52 BROADWAY N	01-2381-00015-000	970.66	Unpaid Utilities
1358 38 ST N	01-0991-00040-000	961.57	Unpaid Utilities
3581 50 ST S	01-8496-00170-000	959.09	Unpaid Utilities
7633 15 ST S	64-0180-00150-000	955.02	Unpaid Utilities
6634 DEER CREEK PKWY S	01-8449-07610-000	950.20	Unpaid Utilities
821 COLLEGE ST N	01-1620-00520-000	944.66	Unpaid Utilities
318 40 ST N	01-0470-00470-000	940.36	Unpaid Utilities
1314 3 AVE S	01-0700-01930-000	935.54	Unpaid Utilities
5169 9 AVE S	01-5170-00320-000	935.18	Unpaid Utilities
1910 1 AVE S	01-5360-00050-000	931.45	Unpaid Utilities
1532 31 AVE S	01-1885-01210-000	911.61	Unpaid Utilities
1101 19 AVE N	01-0010-00300-000	901.06	Unpaid Utilities
3502 18 ST S	01-2831-00870-000	891.93	Unpaid Utilities
1802 MAIN AVE	01-0060-00010-000	889.33	Unpaid Utilities
3378 MAPLE LEAF LOOP S	01-8599-00590-000	851.68	Unpaid Utilities
3483 58 CT S	01-8394-00570-000	851.44	Unpaid Utilities

1412 11 AVE S	01-0020-01060-000	839.79	Unpaid Utilities
3949 37 AVE S	01-8696-00100-000	826.28	Unpaid Utilities
2320 26 AVE S	01-2195-00850-000	810.60	Unpaid Utilities
1034 15 ST N	01-1500-00090-000	802.85	Unpaid Utilities
800 50 ST S	01-3880-00240-000	801.59	Unpaid Utilities
707-709 28 ST N	01-0480-03120-000	797.91	Unpaid Utilities
4227 51 ST S	01-7870-0420-000	787.60	Unpaid Utilities
901 8 AVE N	01-1130-00050-030	785.23	Unpaid Utilities
5221 50 AVE S	01-8320-00610-000	767.42	Unpaid Utilities
3314 30 AVE S	01-4028-00053-000	761.06	Unpaid Utilities
5212 BISHOPS BLVD S	01-8360-00100-060	755.74	Unpaid Utilities
7428 20 ST S	01-8571-00800-000	755.71	Unpaid Utilities
4154 ARTHUR DR S	01-7910-00200-024	755.35	Unpaid Utilities
4120 51 WAY S	01-8482-00310-000	746.75	Unpaid Utilities
1033 27 ST N	01-0480-01491-000	738.04	Unpaid Utilities
5909 59 AVE S	01-8449-04960-000	736.36	Unpaid Utilities
800 50 ST S	01-3880-00240-000	729.19	Unpaid Utilities
701 14 ST S	01-0540-00700-000	725.57	Unpaid Utilities
1241 11 1/2 ST N	01-2220-02850-000	723.08	Unpaid Utilities
1546 5 AVE S	01-0340-00900-000	720.20	Unpaid Utilities
5813 63 AVE S	01-8449-06990-000	568.69	Unpaid Utilities
6628 17 ST S	01-8659-01100-000	567.27	Unpaid Utilities
3217 15 AVE S	01-1390-02210-000	566.44	Unpaid Utilities

6440 21 ST S	01-8615-00300-000	565.14	Unpaid Utilities
801 15 ST S	01-0560-00980-000	561.22	Unpaid Utilities
3600 39 ST S	01-8696-00200-000	558.86	Unpaid Utilities
4871 CHELSEA LN S	01-8440-00420-000	557.51	Unpaid Utilities
515 10 ST S	01-2140-00710-000	557.07	Unpaid Utilities
313 21 ST N	01-3300-02000-000	556.65	Unpaid Utilities
3509 58 CT S	01-8394-00580-000	552.84	Unpaid Utilities
4858 ROSE CREEK PKWY S	01-2485-00350-000	549.84	Unpaid Utilities
1809 1 AVE N	01-8758-00100-000	546.12	Unpaid Utilities
1409 15 ST S	01-2040-02350-000	544.98	Unpaid Utilities
1430 12 ST N	01-2220-04230-000	544.49	Unpaid Utilities
6228 35 ST S	01-8394-01390-000	540.08	Unpaid Utilities
6430 21 ST S	01-8615-00300-000	533.86	Unpaid Utilities
1518 14 ST S	01-2040-03860-000	525.42	Unpaid Utilities
6195 63 AVE S	01-8449-07260-000	524.44	Unpaid Utilities
3545 WOODBURY CT S	01-5710-00180-000	524.42	Unpaid Utilities
717 15 ST S	01-0560-00780-000	518.28	Unpaid Utilities
1738 35 ST S	01-0530-00468-000	517.05	Unpaid Utilities
6596 TORONTO DR S	01-8742-00060-000	513.19	Unpaid Utilities
855 45 ST S	01-3880-01609-000	512.33	Unpaid Utilities
1101 10 ST S	01-2060-00010-000	511.08	Unpaid Utilities
5590 37 AVE S	01-8573-00510-000	507.42	Unpaid Utilities
1751 34 ST S	01-0530-00603-000	502.13	Unpaid Utilities

333 10 AVE S	01-4100-00940-000	498.24	Unpaid Utilities
1444 6 AVE S	01-0540-00620-000	495.80	Unpaid Utilities
6062 14 ST S	01-6810-00022-000	493.52	Unpaid Utilities
1317 1 AVE N	01-2340-02940-000	486.31	Unpaid Utilities
1402 EAST GATEWAY CIR S	01-4000-00196-040	481.18	Unpaid Utilities
7228 30 ST S	01-8725-00260-000	480.36	Unpaid Utilities
6103 55 AVE S	01-8449-02220-000	479.46	Unpaid Utilities
2717 PARKVIEW DR S	01-2297-00361-000	479.12	Unpaid Utilities
2652 70 AVE S	01-8509-00520-000	478.69	Unpaid Utilities
4887 51 AVE S	01-8030-02100-000	478.13	Unpaid Utilities
1630 1 AVE S	01-0980-00645-000	476.12	Unpaid Utilities
1035 UNIVERSITY DR N	01-0440-01840-000	475.44	Unpaid Utilities
1503 UNIVERSITY DR S	01-2040-03511-000	472.68	Unpaid Utilities
4903 55 ST S	01-8436-01140-000	469.37	Unpaid Utilities
830 49 ST S	01-3880-00550-000	466.27	Unpaid Utilities
1702 3 AVE N	01-2250-00400-000	462.35	Unpaid Utilities
4033 18 AVE S	01-0520-00361-000	460.65	Unpaid Utilities
1409 16 1/2 ST S	01-2040-01840-000	460.45	Unpaid Utilities
2810 9 ST N	01-4181-00460-000	458.03	Unpaid Utilities
1822 7 AVE S	01-1270-00720-000	456.93	Unpaid Utilities
3187 17 ST S	01-1885-01682-000	455.72	Unpaid Utilities
1210 11 ST S	01-2180-00040-000	455.57	Unpaid Utilities
4946 39 AVE S	01-7440-00450-000	455.07	Unpaid Utilities

4732 47 ST S	01-8170-00050-000	454.45	Unpaid Utilities
6279 59 AVE S	01-8562-00030-000	450.17	Unpaid Utilities
6235 57 AVE S	01-8449-05370-000	450.17	Unpaid Utilities
2126 11 ST S	01-2710-00320-000	450.10	Unpaid Utilities
2924 15 ST S	01-1885-01902-000	448.85	Unpaid Utilities
1518 2 AVE S	01-0980-01170-000	446.03	Unpaid Utilities
2850 EDGEWOOD DR N	01-0720-01710-000	443.05	Unpaid Utilities
914 9 ST N	01-1130-00820-000	433.45	Unpaid Utilities
6238 57 AVE S	01-8449-05540-000	430.82	Unpaid Utilities
1606 15 AVE S	01-3230-00090-000	430.58	Unpaid Utilities
704 38 ST N	01-0050-00147-000	430.21	Unpaid Utilities
5207 50 AVE S	01-8320-00590-000	428.39	Unpaid Utilities
1502 12 ST S	01-0280-00490-000	424.30	Unpaid Utilities
8012 AQUARIUS DR	64-0800-00220-000	423.67	Unpaid Utilities
760 51 ST S	01-5170-00401-000	421.38	Unpaid Utilities
2853 2 ST N	01-0720-00920-000	420.54	Unpaid Utilities
812 26 ST N	01-0480-02140-030	415.94	Unpaid Utilities
313 15 AVE S	01-0120-01240-000	415.35	Unpaid Utilities
2800 32 AVE N	01-8620-01300-000	413.50	Unpaid Utilities
2556 GOLDEN LN S	01-8722-00230-000	412.11	Unpaid Utilities
5967 59 ST S	01-8449-06100-000	412.09	Unpaid Utilities
2109 60 AVE S	01-6350-00930-000	411.25	Unpaid Utilities
6002 66 ST S	01-8449-00680-000	408.18	Unpaid Utilities

6471 19 ST S	01-8615-00300-000	408.18	Unpaid Utilities
6969 GOLDEN VALLEY PKWY S	01-8509-00420-000	407.27	Unpaid Utilities
2707 28 AVE S	01-0191-00347-000	404.42	Unpaid Utilities
4011 18 AVE S	01-0520-00361-000	404.36	Unpaid Utilities
1232 10 ST N	01-2220-02940-000	401.39	Unpaid Utilities
1615 51 ST S	01-2777-00070-000	400.19	Unpaid Utilities
6439 OSGOOD PKWY S	01-7020-01420-000	399.88	Unpaid Utilities
712 OAK ST N	01-1760-00671-000	399.47	Unpaid Utilities
2126 5 AVE S	01-0740-03200-000	399.21	Unpaid Utilities
5118 16 AVE S	01-2777-00041-000	397.34	Unpaid Utilities
1024 8 ST S	01-0780-02160-000	396.42	Unpaid Utilities
4733 38 AVE S	01-7540-00011-000	395.71	Unpaid Utilities
2570 AMBER VALLEY CT S	01-6660-00671-000	395.60	Unpaid Utilities
2110 59 AVE S	01-6350-00920-000	394.03	Unpaid Utilities
1805 14 1/2 ST S	01-0162-01770-000	393.38	Unpaid Utilities
1517 5 ST S	01-1400-02330-000	391.05	Unpaid Utilities
3544 19 ST S	01-2833-00530-000	390.78	Unpaid Utilities
5060 43 AVE S	01-7730-03800-000	390.71	Unpaid Utilities
4789 CHELSEA LN S	01-8440-00370-000	390.52	Unpaid Utilities
7423 17 ST S	01-8632-00310-000	389.38	Unpaid Utilities
3538 HARRISON ST S	01-6950-00090-000	388.89	Unpaid Utilities
737 48 ST S	01-3880-00670-000	388.86	Unpaid Utilities
326 19 ST N	01-3300-02145-000	386.47	Unpaid Utilities

745 45 ST S	01-3880-01601-000	386.10	Unpaid Utilities
4826 47 ST S	01-8170-00050-000	385.30	Unpaid Utilities
3075 40 AVE S	01-6130-00200-000	385.24	Unpaid Utilities
1709 6 AVE S	01-0040-00370-000	384.92	Unpaid Utilities
1617 16 1/2 ST S	01-2040-04960-000	384.87	Unpaid Utilities
3778 HARRISON ST S	01-7570-01300-000	383.62	Unpaid Utilities
7402 18 ST S	01-8632-00480-000	383.59	Unpaid Utilities
4842 47 ST S	01-8170-00050-000	379.95	Unpaid Utilities
1013 BROADWAY N	01-3280-00040-000	377.58	Unpaid Utilities
2222 12 AVE S	01-0031-00321-000	377.46	Unpaid Utilities
86 28 AVE N	01-0720-00200-000	371.15	Unpaid Utilities
3408 17 ST S	01-2705-00205-050	369.14	Unpaid Utilities
1337 14 AVE S	01-2040-00350-000	366.34	Unpaid Utilities
3416 WHEATLAND PINES DR S	01-6440-00163-000	365.61	Unpaid Utilities
728 10 ST N	01-1120-00640-000	363.39	Unpaid Utilities
4764 52 ST S	01-7760-00631-000	362.45	Unpaid Utilities
822 10 AVE N	01-1130-00730-000	362.02	Unpaid Utilities
821 2 ST N	01-3260-00250-000	361.05	Unpaid Utilities
2715 12 AVE N	01-1043-00013-000	360.92	Unpaid Utilities
3842 50 AVE S	01-8651-00010-000	360.02	Unpaid Utilities
4911 51 ST S	01-8320-00380-000	359.75	Unpaid Utilities
3201 15 AVE S	01-1390-02200-000	359.23	Unpaid Utilities
3605 FILLMORE ST S	01-7570-00990-010	357.85	Unpaid Utilities

4863 51 AVE S	01-8030-02050-000	357.49	Unpaid Utilities
1330 14 ST S	01-2040-00390-000	356.56	Unpaid Utilities
1514 4 ST N	01-1280-00450-000	356.04	Unpaid Utilities
6227 16 ST S	01-6670-00090-000	355.67	Unpaid Utilities
3102 35 1/2 AVE S	01-1396-00440-000	355.25	Unpaid Utilities
3439 39 AVE S	01-2326-00410-000	354.58	Unpaid Utilities
111 6 AVE N	01-1540-03180-000	353.27	Unpaid Utilities
4412 BLUESTEM CT S	01-7850-00100-000	350.79	Unpaid Utilities
4235 ESTATE DR S	01-7870-04800-000	350.72	Unpaid Utilities
1422 9 ST N	01-2220-02080-000	350.51	Unpaid Utilities
4518 65 ST S	01-8407-00050-000	349.61	Unpaid Utilities
4597 BEACH LN S	01-8446-00010-000	349.61	Unpaid Utilities
6650 DEER CREEK PKWY S	01-8449-07630-000	349.61	Unpaid Utilities
2597 55 AVE S	01-8386-00850-000	349.61	Unpaid Utilities
6588 56 AVE S	01-8449-01720-000	349.60	Unpaid Utilities
1916 31 AVE S	01-1405-00190-000	349.44	Unpaid Utilities
6027 AUTUMN DR S	01-8394-01080-000	349.15	Unpaid Utilities
6229 CATTAIL CV S	01-8559-00980-000	349.15	Unpaid Utilities
4641 38 AVE S	01-7540-00011-000	348.74	Unpaid Utilities
4554 7 AVE S	01-3880-01605-000	345.60	Unpaid Utilities
4973 38 AVE S	01-7440-00150-000	345.42	Unpaid Utilities
713 18 ST S	01-1270-00950-000	344.19	Unpaid Utilities
3693 54 ST S	01-8496-00570-000	343.17	Unpaid Utilities

8 SOUTH TERRACE N	01-2200-00720-000	342.29	Unpaid Utilities
3013 18 ST S	01-2350-00380-000	341.96	Unpaid Utilities
1038 17 ST N	01-0100-00940-000	341.61	Unpaid Utilities
4792 50 AVE S	01-8030-01760-000	340.96	Unpaid Utilities
4001 18 AVE S	01-0520-00361-000	339.69	Unpaid Utilities
4041 18 AVE S	01-0520-00361-000	337.88	Unpaid Utilities
3326 20 ST S	01-2832-00140-000	335.63	Unpaid Utilities
2536 UNIVERSITY DR S	01-0501-00012-020	335.44	Unpaid Utilities
5268 48 AVE S	01-7760-00793-000	330.86	Unpaid Utilities
4356 45 AVE S	01-6520-00420-000	329.24	Unpaid Utilities
1589 69 AVE S	01-8659-02510-000	328.90	Unpaid Utilities
1510 12 ST N	01-0380-01440-000	328.18	Unpaid Utilities
709 2 ST N	01-1760-00340-000	327.83	Unpaid Utilities
6085 59 AVE S	01-8449-05050-000	327.64	Unpaid Utilities
1669 66 AVE S	01-8659-00750-000	327.64	Unpaid Utilities
6043 56 AVE S	01-8449-03560-000	326.92	Unpaid Utilities
1005 29 ST N	01-0480-00950-000	323.38	Unpaid Utilities
1042 17 ST N	01-0100-00920-000	323.31	Unpaid Utilities
5882 36 ST S	01-8394-00550-000	323.16	Unpaid Utilities
3025 40 AVE S	01-6130-00200-000	320.58	Unpaid Utilities
1621 6 ST S	01-1720-00560-000	318.79	Unpaid Utilities
2409 8 ST N	01-3060-00150-000	318.13	Unpaid Utilities
2659 70 AVE S	01-8509-00720-000	318.01	Unpaid Utilities

1533 17 ST S	01-1460-00410-000	317.55	Unpaid Utilities
6227 55 AVE S	01-8449-02130-000	316.95	Unpaid Utilities
5720 62 ST S	01-8449-05310-000	316.58	Unpaid Utilities
1010 UNIVERSITY DR N	01-1640-01240-000	314.29	Unpaid Utilities
1518 11 ST N	01-0380-01220-000	312.33	Unpaid Utilities
1521 13 1/2 ST S	01-2040-03700-000	311.79	Unpaid Utilities
6294 58 ST S	01-8449-03120-000	311.61	Unpaid Utilities
2802 44 AVE N	01-5910-02209-000	308.89	Unpaid Utilities
1433 6 AVE S	01-0700-02400-000	307.15	Unpaid Utilities
1426 13 AVE S	01-2040-00720-000	305.94	Unpaid Utilities
3633 POLK ST S	01-7570-00480-000	305.33	Unpaid Utilities
4366 46 AVE S	01-6520-00791-000	305.11	Unpaid Utilities
3814 21 ST S	01-2323-01890-000	302.47	Unpaid Utilities
3601 18 ST S	01-2831-01046-000	302.00	Unpaid Utilities
1988 52 ST S	01-6050-00065-000	300.32	Unpaid Utilities
2676 56 AVE S	01-8386-00921-000	300.13	Unpaid Utilities
6726 DEER CREEK PKWY S	01-8449-07700-000	299.33	Unpaid Utilities
6164 61 AVE S	01-8449-07180-000	299.33	Unpaid Utilities
1648 64 AVE S	01-3500-04831-000	296.34	Unpaid Utilities
2539 GOLDEN VALLEY PKWY S	01-8509-00070-000	296.00	Unpaid Utilities
6213 63 AVE S	01-8449-07280-000	294.81	Unpaid Utilities
303 15 ST S	01-0340-00060-000	291.74	Unpaid Utilities
6116 55 AVE S	01-8449-03480-000	291.23	Unpaid Utilities

4783 51 ST S	01-7760-00673-000	290.99	Unpaid Utilities
310 23 ST S	01-0740-01680-000	290.76	Unpaid Utilities
3017 38 AVE S	01-2920-01250-000	290.26	Unpaid Utilities
3720 20 ST S	01-2323-01540-000	290.25	Unpaid Utilities
3526 31 ST S	01-1396-00540-000	289.88	Unpaid Utilities
2577 PACIFIC DR S	01-0065-00838-000	288.55	Unpaid Utilities
6683 28 ST S	01-8742-01260-000	288.25	Unpaid Utilities
110 UNIVERSITY DR S	01-2240-01760-000	288.23	Unpaid Utilities
4926 39 AVE S	01-7440-00440-000	288.18	Unpaid Utilities
3037 9 1/2 ST N	01-0370-00010-000	286.11	Unpaid Utilities
2414 10 ST N	01-3100-00790-000	286.03	Unpaid Utilities
4130 FURNBERG PL S	01-7020-01710-000	285.31	Unpaid Utilities
6292 13 CIR S	01-7400-00060-000	285.22	Unpaid Utilities
1012 8 AVE S	01-2400-01930-000	284.32	Unpaid Utilities
3102 1 AVE N	01-3180-00350-000	282.70	Unpaid Utilities
452 16 AVE S	01-0120-02820-000	281.49	Unpaid Utilities
1825 7 AVE S	01-1270-00530-000	275.81	Unpaid Utilities
1512 27 AVE S	01-0850-00350-000	275.81	Unpaid Utilities
1303 14 1/2 ST S	01-2040-00760-000	275.81	Unpaid Utilities
4535 BEACH LN S	01-7020-00620-000	273.42	Unpaid Utilities
317 22 ST S	01-0740-01610-000	272.16	Unpaid Utilities
816 11 ST N	01-1140-00090-000	271.29	Unpaid Utilities
3607 CORDOVA LOOP S	01-8568-00780-000	270.95	Unpaid Utilities

1620 15 AVE S	01-3230-00020-000	269.54	Unpaid Utilities
1203 14 ST S	01-0020-01330-000	268.63	Unpaid Utilities
1406 21 ST S	01-1240-01460-000	265.94	Unpaid Utilities
3191 17 ST S	01-1885-01701-000	265.51	Unpaid Utilities
7621 15 ST S	64-0180-00130-000	265.50	Unpaid Utilities
513 21 ST N	01-3300-00650-000	265.32	Unpaid Utilities
1939 54 AVE S	01-1060-00630-000	264.14	Unpaid Utilities
1426 10 AVE S	01-0020-00250-000	261.10	Unpaid Utilities
6161 53 AVE S	01-8419-00020-003	257.76	Unpaid Utilities
3302 PAR ST N	01-1004-00290-000	253.77	Unpaid Utilities
415 12 ST N	01-2382-03570-000	252.80	Unpaid Utilities
6259 63 AVE S	01-8449-07340-000	252.43	Unpaid Utilities
9838 21 ST S	64-2700-00190-000	243.54	Unpaid Utilities
4120 FURNBERG PL S	01-7020-01680-000	243.07	Unpaid Utilities
7412 18 ST S	01-8632-00470-000	243.02	Unpaid Utilities
3683 50 ST S	01-8788-00870-000	241.89	Unpaid Utilities
7441 15 ST S	01-8489-01130-000	241.31	Unpaid Utilities
3441 42 AVE S	01-5230-00060-000	235.84	Unpaid Utilities
1332 7 AVE S	01-0540-00200-000	235.36	Unpaid Utilities
1135 3 ST N	01-1160-00650-000	235.36	Unpaid Utilities
5237 50 AVE S	01-8320-00640-000	235.29	Unpaid Utilities
921 4 ST N	01-1160-02570-000	234.39	Unpaid Utilities
6645 27 ST S	01-8742-00930-000	231.95	Unpaid Utilities

6003 67 ST S	01-8449-00430-000	231.07	Unpaid Utilities
2327 SUNDANCE CIR S	01-2840-02445-000	230.84	Unpaid Utilities
1709 WHITESTONE CIR S	01-2840-01430-000	230.24	Unpaid Utilities
1260 8 ST N	01-2220-01430-000	230.17	Unpaid Utilities
1808 8 AVE S	01-1270-00680-000	228.90	Unpaid Utilities
1530 68 AVE S	01-8659-02410-000	226.11	Unpaid Utilities
4283 31 AVE S	01-8400-00680-000	226.04	Unpaid Utilities
5954 36 ST S	01-8394-00550-000	223.00	Unpaid Utilities
2308 26 1/2 CT S	01-0505-00419-000	222.52	Unpaid Utilities
730 2 ST N	01-1760-00220-000	221.27	Unpaid Utilities
305 19 AVE N	01-1100-00190-000	220.05	Unpaid Utilities
6188 59 AVE S	01-8449-05930-000	218.79	Unpaid Utilities
7339 24 ST S	01-8718-00070-000	218.79	Unpaid Utilities
6444 21 ST S	01-8615-00300-000	216.33	Unpaid Utilities
2027 PARK BLVD S	01-2950-00120-000	216.22	Unpaid Utilities
6931 GOLDEN VALLEY PKWY S	01-8509-00451-000	214.71	Unpaid Utilities
5310 GRAYLAND DR S	01-8671-00150-000	214.65	Unpaid Utilities
6637 59 AVE S	01-8449-01130-000	212.00	Unpaid Utilities
518 24 AVE N	01-2080-00590-000	211.99	Unpaid Utilities
1509 14 AVE S	01-2040-01160-000	210.04	Unpaid Utilities
2505 9 1/2 ST N	01-3100-01130-000	209.35	Unpaid Utilities
1438 4 AVE S	01-0700-02270-000	209.29	Unpaid Utilities
2213 29 AVE S	01-1115-01070-000	209.25	Unpaid Utilities

3228 46 AVE S	01-0900-01330-000	207.17	Unpaid Utilities
2750 UMBER CT S	01-8400-00270-000	204.94	Unpaid Utilities
1701 PARK BLVD S	01-2840-01210-000	204.63	Unpaid Utilities
819 UNIVERSITY DR N	01-2900-00220-000	204.53	Unpaid Utilities
3103 23 AVE S	01-0172-01739-000	204.33	Unpaid Utilities
1617 1 ST N	01-1890-00530-000	204.13	Unpaid Utilities
2819 35 AVE S	01-1395-00140-000	203.56	Unpaid Utilities
3681 49 ST S	01-8744-00740-000	201.09	Unpaid Utilities
4884 54 ST S	01-8436-00680-000	200.51	Unpaid Utilities

Any person aggrieved may appeal from the action of the Board of City Commissioners by filing with the City Auditor, prior to October 2, 2023, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Board of City Commissioners should not be confirmed.

City Auditor's Office
(Sept 6 and Sept 13, 2023 - Legals)

INSTRUCTIONS TO THE FORUM

Please publish on Monday, September 6 & September 13, 2023 – Legals.

I will need an affidavit of publication.

Bill to: CITY AUDITOR'S OFFICE
 ATTN MICHELLE
 P.O. BOX 2471
 FARGO ND 58108

If you have any questions, please call 241-1301.
Steve Sprague

(45)

NOTICE OF HEARING
2022 New & Re Construction City Ordered Sidewalks
Project SR-22-A

The following Special Assessment List for the expense of construction, or rebuilding sidewalks ordered by the Board of City Commissioners of the City of Fargo, North Dakota, to be constructed by the person or firm employed and under contract to construct Sidewalks and Approaches with the City of Fargo at the expense of lots or parcels of land adjoining such Sidewalks and Approaches is returned by the City Engineer of the City of Fargo and filed in the office of the City Auditor as follows:

Parcel Number	Address	Assessment
01-0161-01090-000	1718 16 ST S	2,801.45
01-2040-05110-000	1613 16 ST S	2,670.32
01-0161-01141-000	1729 16 ST S	2,261.19
01-0162-02260-000	1807 16 ST S	2,196.76
01-5620-00100-000	1840 15 AVE S	11,480.47
01-0039-00050-000	2301 45 ST S	2,178.44
01-6610-01100-000	4502 23 AVE S	2,124.42
01-8509-00360-000	6977 GOLDEN VALLEY PKWY S	7,860.16
01-8511-00560-000	4260 54 AVE S	1,393.92
01-2924-00050-000	3520 32 ST S	712.09
01-5620-00200-000	1850 15 AVE S	11,393.36
01-5620-00400-000	1804 17 AVE S	3,382.40
01-2040-04715-000	1531 16 ST S	1,456.54
01-2040-04780-000	1530 16 1/2 ST S	2,265.73
01-2040-04910-000	1546-1548 17 ST S	890.11
01-0161-01110-000	1710 16 ST S	2,362.83
01-1240-00670-000	1801 15 AVE S	3,241.89
01-2050-00063-000	1201 PAGE DR S	1,372.14
01-1400-03050-000	1529 8 ST S	291.31
01-5510-00122-000	3549 44 AVE S	1,294.70
01-3230-00070-000	1610 15 AVE S	852.39
01-0505-01472-000	2008 27 AVE S	2,099.35
01-3230-00230-000	1524 16 1/2 ST S	852.39
01-3230-00060-000	1612 15 AVE S	852.39
01-0163-03030-000	1901 16 1/2 ST S	1,715.48
01-6750-00200-000	3201 43 ST S	11,659.27
01-3230-00290-000	1510 16 1/2 ST S	852.39
01-1460-00460-000	1613 17 ST S	1,725.46
01-1460-00230-000	1709 17 ST S	1,424.17
01-8563-00020-000	5400 42 ST S	56,758.68
01-3230-00150-000	1511 16 ST S	852.39
01-0163-02920-000	1913 16 ST S	3,366.22
01-2040-04960-000	1617 16 1/2 ST S	2,557.03
01-1240-01320-000	2005 15 AVE S	3,625.16
01-3230-00300-000	1508 16 1/2 ST S	852.39
01-0163-03070-000	1913 16 1/2 ST S	2,632.56
01-2040-05050-000	1606 17 ST S	2,427.56
01-1390-00510-050	1530 35 ST S UNIT E	173.98
01-0162-02380-000	1830 16 1/2 ST S	6,547.48
01-0163-02910-000	1909 16 ST S	2,330.46
01-0163-02820-000	1922 16 ST S	1,877.32
01-0340-00210-000	1539 4 AVE S	1,618.38
01-0163-02930-000	1917 16 ST S	2,200.99

23-1068

01-0900-01280-000	3203 46 AVE S	275.12
01-2040-05200-000	1614 16 1/2 ST S	1,424.17
01-2705-02230-000	1601 38 1/2 AVE S	3,495.69
01-1460-00280-000	1729 17 ST S	2,249.54
01-3230-00090-000	1606 15 AVE S	852.39
01-3230-00280-000	1512 16 1/2 ST S	852.39
01-1460-00210-000	1701 17 ST S	2,207.10
01-3230-00110-000	1503 16 ST S	852.39
01-8439-00040-000	5680 23 AVE S	1,294.70
01-0161-01060-000	1730 16 ST S	3,614.37
01-0162-02410-000	1837 16 1/2 ST S	2,913.08
01-6990-00400-000	3310 38 AVE S	5,728.14
01-3600-00205-000	4007 9 AVE S	142.42
01-0120-01140-000	357 15 AVE S	1,165.23
01-1460-00400-000	1529 17 ST S	2,718.87
01-0163-03160-000	1914 17 ST S	2,121.15
01-0163-03180-000	1906 17 ST S	1,974.42
01-5800-00301-000	3901 GREAT PLAINS DR S	19,745.76
01-8511-00970-000	5582 43 ST S	2,330.46
01-1460-00190-000	1925 17 ST S	1,003.39
01-5190-00103-000	2325 46 ST S	6,527.47
01-0196-00200-000	3015 30 AVE S	226.57
01-0039-00100-000	2311 45 ST S	10,583.77
01-3230-00030-000	1618 15 AVE S	852.39
01-3230-00330-000	1502 16 1/2 ST S	852.39
01-0163-02840-000	1914 16 ST S	1,181.41
01-1460-00330-000	1702 15 AVE S	6,743.23
01-0163-03050-000	1905 16 1/2 ST S	3,646.94
01-3824-00150-000	4243 19 AVE S	1,294.70
01-1240-00680-000	1805 15 AVE S	1,197.60
01-7540-00120-000	4501 40 AVE S	1,589.94
01-2040-04880-000	1545 16 1/2 ST S	2,272.18
01-2040-05040-000	1610 17 ST S	1,780.21
01-0162-02500-000	1830 17 ST S	733.66
01-2040-04980-000	1625 16 1/2 ST S	1,974.42
01-1460-00410-000	1533 17 ST S	2,298.09
01-2040-05060-000	1602 17 ST S	1,893.50
01-0162-02420-000	1841 16 1/2 ST S	1,197.60
01-3230-00190-000	1521 16 ST S	852.39
01-0163-02950-000	1925 16 ST S	291.31
01-5720-00740-000	6179 16 ST S	291.31
01-2323-02052-000	3803 21 ST S	776.82
01-2040-05160-000	1630 16 1/2 ST S	2,589.40
01-3230-00180-000	1519 16 ST S	852.39
01-0162-02400-000	1833 16 1/2 ST S	8,977.70
01-1460-00390-000	1525 17 ST S	3,625.16
01-2705-01750-000	1608 38 1/2 AVE S	291.31
01-0162-02070-000	1822 16 ST S	1,359.44
01-0162-02460-000	1846 17 ST S	3,015.32
01-1460-00020-000	1805 17 ST S	1,962.55
01-1460-00480-000	1621 17 ST S	2,848.34
01-2840-01770-000	1908 19 ST S	1,747.85
01-0162-02110-000	1806 16 ST S	1,545.47
01-3230-00130-000	1507 16 ST S	852.39
01-2040-05080-000	1601 16 ST S	5,897.17
01-0162-02200-000	1850 16 ST S	2,261.49
01-1240-00490-000	1715 15 AVE S	5,755.82

01-1460-00140-000	1905 17 ST S	3,560.43
01-0163-03020-000	1902 16 1/2 ST S	1,268.38
01-0163-03140-000	1922 17 ST S	4,689.56
01-2705-02200-000	1619 38 1/2 AVE S	291.31
01-1460-00290-000	1733 17 ST S	2,395.20
01-2040-04775-000	1617 16 AVE S	6,492.26
01-4012-00100-000	713 40 ST S	414.30
01-0161-01120-000	1706 16 ST S	2,459.93
01-3230-00120-000	1505 16 ST S	852.39
01-0163-03060-000	1909 16 1/2 ST S	2,330.46
01-3230-00220-000	1526 16 1/2 ST S	852.39
01-3230-00210-000	1527 16 ST S	852.39
01-2330-00710-000	53 PRAIRIEWOOD DR S	3,107.28
01-3230-00040-000	1616 15 AVE S	852.39
01-2040-04911-000	1542-1544 17 ST S	582.62
01-1460-00010-000	1801 17 ST S	1,683.11
01-0161-01050-000	1734 16 ST S	3,010.18
01-1240-01000-000	1905 15 AVE S	647.35
01-0163-02870-000	1902 16 ST S	4,027.49
01-0163-02960-000	1926 16 1/2 ST S	4,094.49
01-8563-00013-000	5354 42 ST S	435.60
01-0163-03080-000	1917 16 1/2 ST S	1,955.97
01-3230-00170-000	1517 16 ST S	852.39
01-2040-05020-000	1618 17 ST S	1,165.23
01-2040-05030-000	1614 17 ST S	1,294.70
01-1460-00380-000	1521 17 ST S	1,747.85
01-1390-00510-030	1530 35 ST S UNIT C	173.98
01-3230-00250-000	1520 16 1/2 ST S	852.39
01-1460-00180-000	1921 17 ST S	291.31
01-1460-00040-000	1813 17 ST S	2,588.32
01-1390-00510-040	1530 35 ST S UNIT D	173.98
01-1460-00320-000	1745 17 ST S	1,780.21
01-1460-00050-000	1817 17 ST S	4,404.91
01-1460-00430-000	1601 17 ST S	2,913.08
01-1390-00510-070	1530 35 ST S UNIT G	173.98
01-0505-01406-000	1808 27 AVE S	1,452.00
01-2040-05000-000	1626 17 ST S	1,747.85
01-0162-02240-000	1830 16 ST S	3,366.22
01-1390-00510-080	1530 35 ST S UNIT H	173.98
01-1460-00080-000	1825 17 ST S	1,472.72
01-5200-00153-010	4474 23 AVE S	2,279.37
01-2040-04940-000	1605 16 1/2 ST S	2,164.39
01-2924-00430-000	3233 37 1/2 AVE S	323.68
01-0161-01040-000	1738 16 ST S	2,484.13
01-0163-02980-000	1918 16 1/2 ST S	3,495.69
01-0161-01020-000	1746 16 ST S	1,149.05
01-6310-00201-000	4379 33 AVE S	3,920.40
01-2040-04767-000	1537 16 ST S	647.35
01-3230-00080-000	1608 15 AVE S	852.39
01-0163-02890-000	1901 16 ST S	598.80
01-0161-01030-000	1742 16 ST S	1,828.76
01-1460-00420-000	1537 17 ST S	2,557.03
01-8530-00110-000	7214 EAGLE POINTE DR S	1,785.96
01-2705-02180-000	1614 38 AVE S	2,006.79
01-0163-02850-000	1910 16 ST S	258.94
01-3230-00270-000	1516 16 1/2 ST S	852.39
01-3230-00260-000	1518 16 1/2 ST S	852.39

01-0163-03090-000	1921 16 1/2 ST S	1,955.97
01-2040-04900-000	1625-1627 16 AVE S	614.98
01-0162-02480-000	1838 17 ST S	873.92
01-1460-00160-000	1913 17 ST S	291.31
01-0162-02370-000	1834 16 1/2 ST S	6,258.27
01-0163-02970-000	1922 16 1/2 ST S	1,747.85
01-1390-00510-060	1530 35 ST S UNIT F	173.98
01-0162-02360-000	1838 16 1/2 ST S	2,654.14
01-0163-03190-000	1902 17 ST S	3,722.26
01-0163-02940-000	1921 16 ST S	3,236.75
01-2040-05120-000	1617 16 ST S	1,806.47
01-0162-02080-000	1818 16 ST S	2,660.19
01-0162-02270-000	1825 16 ST S	4,557.01
01-2040-04769-010	1541 16 ST S	291.31
01-0163-03170-000	1910 17 ST S	1,165.23
01-8565-00030-000	2600 52 AVE S	10,432.62
01-2040-05210-000	1620 16 AVE S	24,434.94
01-0162-02430-000	1845 16 1/2 ST S	776.82
01-2040-05190-000	1618 16 1/2 ST S	2,848.34
01-0162-02090-000	1814 16 ST S	2,022.97
01-3230-00100-000	1501 16 ST S	852.39
01-2040-04769-000	1533 16 ST S	1,844.95
01-1460-00150-000	1909 17 ST S	4,678.10
01-5720-00630-000	6105 16 ST S	161.84
01-8532-00100-000	2355 46 ST S	3,332.34
01-6750-00310-000	3255 43 ST S	13,220.46
01-1460-00200-000	1929 17 ST S	922.47
01-1460-00370-000	1517 17 ST S	1,618.38
01-1460-00030-000	1809 17 ST S	1,472.72
01-0040-00150-000	1830 5 AVE S	6,296.97
01-1460-00170-000	1917 17 ST S	4,819.79
01-2040-04771-000	1543 16 ST S	275.12
01-8473-00100-000	2301 55 ST S	2,805.18
01-5190-00050-000	2303 46 ST S	2,178.44
01-0163-02900-000	1905 16 ST S	1,165.23
01-2294-00500-000	2803 33 ST S	291.31
01-0162-02390-000	1829 16 1/2 ST S	4,110.03
01-1460-00220-000	1705 17 ST S	825.37
01-1390-00510-010	1530 35 ST S UNIT A	173.98
01-2040-04950-000	1611 16 1/2 ST S	4,272.51
01-0161-01080-000	1722 16 ST S	1,655.89
01-8519-00300-000	5527 36 AVE S	26,136.00
01-0163-02830-000	1918 16 ST S	2,848.34
01-3230-00160-000	1515 16 ST S	852.39
01-3230-00310-000	1506 16 1/2 ST S	852.39
01-8583-00200-000	4000 40 ST S	11,630.52
01-2040-04872-000	1539-1541 16 1/2 ST S	2,893.65
01-8727-00100-000	4110 40 ST S	7,077.63
01-0163-02860-000	1906 16 ST S	1,181.41
01-0162-02230-000	1834 16 ST S	3,301.49
01-0162-02220-000	1838 16 ST S	3,301.49
01-2040-05170-000	1626 16 1/2 ST S	3,807.77
01-0161-01100-000	1714 16 ST S	2,540.85
01-3230-00140-000	1509 16 ST S	852.39
01-0162-02310-000	1845 16 ST S	3,236.75
01-1390-00510-020	1530 35 ST S UNIT B	173.98
01-3230-00240-000	1522 16 1/2 ST S	852.39

01-0163-02990-000	1914 16 1/2 ST S	2,168.62
01-0163-03100-000	1925 16 1/2 ST S	4,035.35
01-0162-02100-000	1810 16 ST S	2,055.34
01-0740-02870-000	442 22 ST S	1,472.87
01-2040-04772-000	1601 16 AVE S	582.62
01-2040-05180-000	1622 16 1/2 ST S	1,132.86
01-0162-02120-000	1802 16 ST S	3,252.93
01-0120-00450-000	440 14 AVE S	1,100.50
01-1460-00270-000	1725 17 ST S	1,639.95
01-0161-01070-000	1726 16 ST S	3,984.38
01-3230-00200-000	1523 16 ST S	852.39
01-1460-00470-000	1617 17 ST S	2,589.40
01-0505-01442-000	1908 27 AVE S	1,452.00
01-1460-00450-000	1609 17 ST S	2,279.64
01-6990-00301-000	3350 38 AVE S	16,722.25
01-2040-04930-000	1622-1626 16 AVE S	2,697.29
01-3230-00020-000	1620 15 AVE S	852.39
01-0163-03130-000	1926 17 ST S	4,225.62
01-3600-00243-000	4201 13 AVE S	1,452.94
01-1240-01310-000	2001 15 AVE S	4,903.68
01-1240-00990-000	1901 15 AVE S	906.29
01-3230-00050-000	1614 15 AVE S	852.39
01-3230-00320-000	1504 16 1/2 ST S	852.39
01-0162-02280-000	1829 16 ST S	2,271.78
01-1460-00260-000	1721 17 ST S	2,526.33
01-1460-00490-000	1625 17 ST S	2,157.83

Notice: On 10/02/23 at 5:15 P.M. that the Board of City Commissioners of the City of Fargo, North Dakota, will meet in the City Commissioners' Room, in the City Hall to approve said assessment list, at which time any person interested in said assessment list may be heard; and if said list is approved for collection, the amounts listed will become due ten days after approval and payable at the office of the City Auditor's Office. If not so paid the amounts shall bear interest at a rate not exceeding .75% per annum over the average net interest rate.

City Auditor's Office
Publish: (August 16 & 23, 2023)

NOTICE OF HEARING
2022 New & Re Construction City Ordered Sidewalks
Project SR-22-B

The following Special Assessment List for the expense of construction, or rebuilding sidewalks ordered by the Board of City Commissioners of the City of Fargo, North Dakota, to be constructed by the person or firm employed and under contract to construct Sidewalks and Approaches with the City of Fargo at the expense of lots or parcels of land adjoining such Sidewalks and Approaches is returned by the City Engineer of the City of Fargo and filed in the office of the City Auditor as follows:

Parcel Number	Address	Assessment
01-0285-00392-000	350 36 ST S	1,588.13
01-0285-00400-000	302 34 ST S	9,841.84
01-0285-00211-000	3332 4 AVE S	11,508.46
01-8575-00101-000	3515 4 AVE S	12,342.00
01-0740-00020-000	2300 MAIN AVE	24,593.25
01-0740-00500-000	102 24 ST S	6,352.50
01-0760-00050-000	1400 ELM ST N	1,478.89
01-2366-00215-000	701 42 AVE N	2,129.63
01-2540-00303-000	752 36 ST S	998.25
01-2540-00400-000	680 36 ST S	30,413.65
01-8686-00100-000	3402 4 AVE S	48,285.35
01-1100-00180-000	301 19 AVE N	5,265.92
01-4040-00520-000	2505 EVERGREEN RD N	632.23
01-0285-00160-000	462 36 ST S	5,807.55
01-2115-00390-000	2802 LILAC LN N	332.75
01-6930-00020-000	360 36 ST S	28,531.35
01-4060-00020-000	2558 WILLOW RD N	1,464.10
01-0285-00150-000	432 36 ST S	7,713.75
01-2100-01610-000	1705 4 ST N	1,244.49
01-2150-00375-000	15 BROADWAY N	3,327.50
01-1280-00170-000	1514 5 ST N	385.99
01-8842-00100-000	450 34 ST S	27,160.21
01-5000-00100-000	550 36 ST S	14,482.64
01-8534-00200-000	3401 WESTRAC DR S	23,989.31
01-7200-00700-000	487 34 ST S	10,676.74
01-0285-00045-000	3431 4 AVE S	8,621.25
01-8430-00020-000	3401 4 AVE S	10,424.00
01-1130-00100-000	820 9 ST N	399.30
01-1160-00220-000	1109 5 ST N	299.48
01-0380-02580-000	1602 8 ST N	632.23
01-7200-00800-000	492 36 ST S	8,728.69
01-0740-00610-000	102 23 ST S	6,352.50
01-2120-00130-000	114 22 AVE N	299.48
01-7200-00601-000	461 34 ST S	7,916.58
01-2335-00117-000	3746 10 ST N	865.15
01-5000-00050-000	500 36 ST S	13,327.26
01-0735-00620-000	3101 PETERSON PKWY N	598.95
01-2115-00380-000	2806 LILAC LN N	299.48
01-5390-00130-000	4427 10 ST N	665.50
01-2970-00124-000	3139 10 ST N	279.51
01-0740-00510-000	101 22 ST S	5,898.75
01-6930-00010-000	3551 4 AVE S	2,081.35
01-0285-00025-010	3525 4 AVE S	4,537.50

23-1069

01-2115-00230-000	2874 LILAC LN N	1,783.54
01-2540-00301-000	770 36 ST S	31,653.60
01-5390-00120-000	4503 10 ST N	598.95
01-4040-00600-000	2305 EVERGREEN RD N	3,198.57
01-7200-00101-010	3522 4 AVE S	7,986.00
01-1890-01500-000	81 16 AVE N	292.82
01-3020-00360-000	2014 7 ST N	3,050.21
01-2057-00100-000	1220 19 AVE N	5,057.80
01-2335-00115-020	3750 10 ST N	732.05
01-0740-00631-000	101 21 ST S	6,034.88
01-0285-00140-000	402 36 ST S	24,813.32

Notice: On 10/02/23 at 5:15 P.M. that the Board of City Commissioners of the City of Fargo, North Dakota, will meet in the City Commissioners' Room, in the City Hall to approve said assessment list, at which time any person interested in said assessment list may be heard; and if said list is approved for collection, the amounts listed will become due ten days after approval and payable at the office of the City Auditor's Office. If not so paid the amounts shall bear interest at a rate not exceeding .75% per annum over the average net interest rate.

City Auditor's Office
Publish: (August 16 & 23, 2023)



SPECIAL ASSESSMENTS

225 4th Street North

Fargo, ND 58102

Phone: (701) 241-1326

Fax: (701) 241-8101

E-mail: specials@fargoND.gov

TO: Dylan Dunn, Steve Bladholm, and Randy Engelstad

FROM: Danny Eberhardt
Special Assessment Coordinator

DATE: June 20, 2023

RE: Schedule 2023 Special Assessment Projects

2023 PROJECTS

August 11, 2023	Fargo Forum by 5:00 PM
August 16, 2023	1 st Publication in Fargo Forum
August 17-25, 2023	Special Assessment Notices Mailed to Property Owners
August 24, 2023	SAC Ride @ 8:30 AM SAC Review immediately following SAC Ride in Conference room E250
August 23, 2023	2 nd Publication in Fargo Forum
August 29, 2023	SAC Hearing @ 9:00 AM in City Hall Commission Chambers
October 2, 2023	City Commission Hearing @ 5:15 PM in City Hall Commission Chambers
October 3 through October 13, 2023	10 Day Payoff Period without Interest
November 1, 2023	Certification to Cass County

Cc: Doug Durgin
Brenda Derrig
Thomas Knakmuhs
Dave Piepkorn
Steve Sprague
Sue Thompson

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-21-A

File

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Alley Paving, Improvement District No. AN-21-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

23-1071

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
WATER MAIN, STORM, PAVING, SIGNALS, SHARED PATH
IMPROVEMENT DISTRICT NO. BN-20-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Water Main, Storm, Paving, Signals, Shared Path, Improvement District No. BN-20-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

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(40-23-13)

City Auditor's Office
(September 6, 2023)

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Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
BRIDGE, UTILITIES, PAVING, SHARED PATH
IMPROVEMENT DISTRICT NO. BN-21-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Bridge, Utilities, Paving, Shared Path, Improvement District No. BN-21-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

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Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-B

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-21-B, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-E

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-21-E, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter)percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-H

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-21-H, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-L

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-21-L, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-22-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-B

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-22-B, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-J

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-22-J, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Fargo, ND 58102

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Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-K

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-22-K, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-N

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving and Utility Construction, Improvement District No. BN-22-N, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Fargo, ND 58102

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NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
WATER MAIN REPLACEMENT, STORM, STREET RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-21-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Water Main Replacement, Storm Street Reconstruction, Improvement District No. BR-21-C, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

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Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
PAVING & UTILITY RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-21-E

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Paving & Utility Reconstruction, Improvement District No. BR-21-E, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
PAVING & UTILITY RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-22-F

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Paving & Utility Reconstruction, Improvement District No. BR-22-F, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
DRAIN IMPROVEMENTS
IMPROVEMENT DISTRICT NO. FM-20-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Drain Improvements, Improvement District No. FM-20-C, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
SOUTHWEST REGIONAL POND IMPROVEMENTS
IMPROVEMENT DISTRICT NO. FP-19-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Southwest Regional Pond Improvements, Improvement District No. FP-19-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
STORM SEWER LIFT STATION REPLACEMENT
IMPROVEMENT DISTRICT NO. NR-20-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Storm Sewer Lift Station Replacement, Improvement District No. NR-20-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-22-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Asphalt Wear Course, Improvement District No. PN-22-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Auditor's Office
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Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW PAVING
IMPROVEMENT DISTRICT NO. PN-23-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving, Improvement District No. PN-23-C, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
CONCRETE PAVEMENT REHAB
IMPROVEMENT DISTRICT NO. PR-21-F

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Concrete Pavement Rehab, Improvement District No. PR-21-F, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
CONCRETE PAVEMENT REHAB
IMPROVEMENT DISTRICT NO. PR-22-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Concrete Pavement Rehab, Improvement District No. PR-22-C, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

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NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-22-E

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Seal Coat, Improvement District No. PR-22-E, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

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Fargo, ND 58102

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Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-22-F

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Asphalt Mill & Overlay, Improvement District No. PR-22-F, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

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Fargo, ND 58102

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NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
ASPHALT PAVING RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-22-G

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Asphalt Paving Reconstruction, Improvement District No. PR-22-F, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

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Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
STREET LIGHTING
IMPROVEMENT DISTRICT NO. SL-21-B

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Street Lighting, Improvement District No. SL-21-B, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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Fargo, ND 58102

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NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
STREET LIGHTING
IMPROVEMENT DISTRICT NO. SL-21-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Street Lighting, Improvement District No. SL-21-C, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

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

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
TRAFFIC SIGNAL IMPROVEMENTS
IMPROVEMENT DISTRICT NO. TN-22-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Traffic Signal Improvements, Improvement District No. TN-22-A, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter) percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

NOTICE OF HEARING
ON SPECIAL ASSESSMENT LIST FOR
NEW UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. UN-22-M

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Utility Construction, Improvement District No. UN-22-M, in the City of Fargo, North Dakota; and such confirmed list has been filed with the City Auditor and is now open to public inspection.

The Board of City Commissioners of the City of Fargo, North Dakota will conduct a Public Hearing on such special assessment list in the City Commission Room, City Hall, at 5:15 o'clock p.m. Monday, October 2, 2023.

Any person aggrieved may appeal from the action of the Special Assessment Commission by filing with the City Auditor, prior to this Hearing, a written Notice of Appeal stating therein the grounds upon which the appeal is based. Any person having filed such a Notice may appear before the Board of City Commissioners to present reasons why the action of the Special Assessment Commission should not be confirmed.

When confirmed for collection by the Board of City Commissioners, the listed amounts will become due and payable at the City Auditor's office ten (10) days after approval, and thereafter shall bear interest at a rate not exceeding .75 (three quarter)percent per annum over the net rate on bonds financing said project.

(40-23-13)

City Auditor's Office
(September 6, 2023)

Insertion order for Legal Ad Section of the Forum

Please insert the attached notice(s) in the Legal Ad Section of the Forum.

Publication Date: September 6, 2023

Bill to:
City of Fargo
Attn: Michelle
Auditor's Office
225 North 4th Street
Fargo, ND 58102

Send one (1) Affidavit.

Questions, call Michelle at 241-1304.

50

NOTICE OF HEARING

Application for Alcoholic Beverage License Transfer

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Monday, October 2, 2023 at 5:15 o'clock p.m. to consider an application for transfer. A transfer requested of a Class "AB" Alcoholic Beverage License, Chub's Pub and Package Place, Inc. d/b/a Chub's Pub and Package Place, 421 University Drive North, due to ownership change.

Any interested person may appear and will be heard.

City Auditor's Office
(September 13, 2023)

MEMORANDUM

TO: Liquor Control Board

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – Chub's Pub

DATE: September 20, 2023

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: AB – full alcohol - bar allowed, no food required
Business Name: Chub's Pub (license transfer)
Location: 421 University Drive North
Applicants: Wade Lindgren

This application is for the transfer of a Class AB liquor license. This facility will continue to operate as it has in the past, this is an ownership transfer.

Being no significant concerns, staff & Liquor Control recommend approval of the transfer of a Class AB alcoholic beverage license to Chub's Pub and Package Place, Inc. d/b/a Chub's Pub. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the transfer of a Class AB alcoholic beverage license to Chub's Pub and Package Place d/b/a Chub's Pub.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Adam Melquist *Am*

Date: 9/4/2023

RE: Alcoholic Beverage License Application Transfer of Ownership, Class "AB", Chub's Pub

Application for a transfer of a class "AB" Alcoholic Beverage License from

Chub's Pub and Package Place, Inc. d/b/a Chub's Pub, Located at 421 University Dr N, to new ownership.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Lindgren, Wade

Criminal History -

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us>) showed Lindgren received a citation for minor in consumption in 1998 in Bottineau County, Received a citation for loud party in Fargo in 2001, and was arrested for a DUI in Fargo in 2006. Lindgren disclosed the DUI arrest on his application.

Credit History -

Lindgren's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

This application is for a transfer of a class "AB" alcoholic beverage license (Authorizes the licensee to sell beer, wine, and spirits "on-sale" and "off-sale". Bar is allowed. Must be 100' from a grocery store, drug store, or gasoline service station) for Chub's Pub and Package Place, Inc. d/b/a Chub's Pub to new ownership. The license would be transferred from the current owner to the current manager, Wade Lindgren, who would be the new owner. Lindgren plans to continue operating the establishment in the same manner.

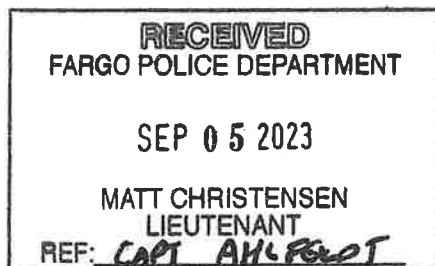
Business Location

Chub's Pub is located at 421 University Dr N. Other businesses in the area with alcoholic beverage licenses are Fargo Brewing Company and 701 Eatery.

I spoke with Lindgren over the phone with regards to his criminal history. Lindgren explained the DUI in 2006 was a mistake he made and learned from. I brought up the two citations that he had not disclosed on the application. Lindgren said they were so long ago that he did not remember them when completing the application. Lindgren said the minor in consumption in 1998 happened when he was stopped in a car and there was alcohol inside. Lindgren said he took the citation for everyone. Lindgren explained the loud party citation in 2001 happened when he came home to his apartment and his roommates were having a party. Police showed up and wrote citations to the residents, which included himself. Lindgren was cooperative during the conversation.

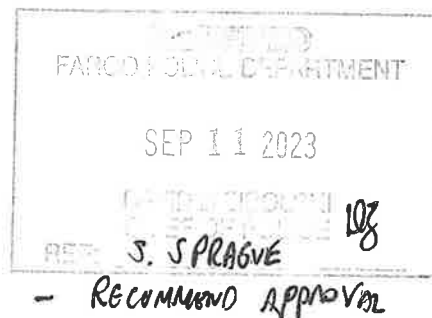
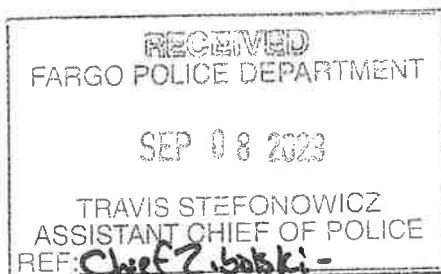
Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



RECEIVED
FARGO POLICE DEPARTMENT

SEP 08 2023
WILLIAM S AHLFELDT
CAPTAIN
REF: A.C. STEFONOWICZ
- Forward





APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: Chub's Pub and Package Place Inc.
 (Must match State of North Dakota registration name)

DBA Name: Chub's Pub and Package Place

Is the establishment applying for (or has) a food license under the same name? Yes ☒ No ☐

Business location address: 421 University Dr. N

Mailing address: 421 University Dr N

Business E-mail address: chubs.pub@yahoo.com

Local Manager E-mail address: chubs.pub@yahoo.com

Best Contact Phone number: (701) 235-8425

Anticipated Date of Opening: License transfer, currently open

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 8/1/23 Class of License: AB Transfer: ☒ Yes ☐ No

Investigations Fee Paid (\$250) ☒ Yes ☐ No Date Paid: 8/1/23

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

☒ Approval Recommendation

☐ Denial Recommendation


 Chief of Police

09-11-23
 Date

51

NOTICE OF HEARING

Application for Alcoholic Beverage License

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Monday, October 2, 2023, at 5:15 o'clock p.m. to consider an application for a Class "GH" Alcoholic Beverage License for Dami & Company, LLC d/b/a SOHO23 to be located at 1450 25 Street South.

Any interested person may appear and will be heard.

City Auditor's Office
(September 13, 2023)

MEMORANDUM

TO: Liquor Control Board

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – SOHO23

DATE: September 20, 2023

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: GH – beer and wine – no bar allowed, food sales must exceed alcohol

Business Name: SOHO23

Location: 1450 25th Street South

Applicants: Jin Myung

This application is for the issuance of a Class GH liquor license. This facility will be a full service restaurant.

Being no significant concerns, staff & Liquor Control recommend approval of the issuance of a Class GH alcoholic beverage license to Dami & Company LLC d/b/a SOHO23. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class GH alcoholic beverage license to Dami & Company, LLC d/b/a SOHO23.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Adam Melquist *Am*

Date: 9/4/2023

RE: Alcoholic Beverage License Application, Class "GH", SOHO23

Application for a class "GH" Alcoholic Beverage License from
Dami & Company, LLC d/b/a SOHO23, Located at 1450 25th St S, Fargo.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Myung, Jin

Criminal History -

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us>) showed no criminal history.

Credit History -

Myung's credit history was reviewed. There are no, recent past due accounts or debts turned over to collections. Myung disclosed a bankruptcy for a business in 2009 on her application. The bankruptcy was discharged in 2015. This bankruptcy did not show on the credit report.

Investigation Notes

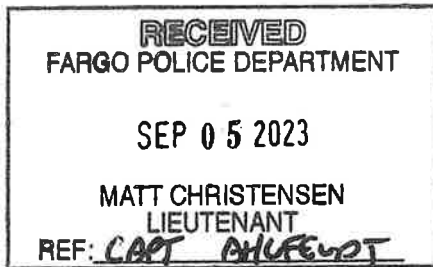
This application is for a class "GH" alcoholic beverage license (Authorizes the licensee to sell beer and wine "on-sale" only, no bar area allowed. Requires 50% or more of its annual gross receipts from the sale of prepared meals and food products and not from the sale of alcoholic beverages) for Dami & Company, LLC d/b/a SOHO23.

Business Location

SOHO23 will be located at 1450 25th St S. Other Businesses in the area with alcoholic beverage licenses include the Himalayan Yak, and Leela Thai Cuisine.

Conclusion

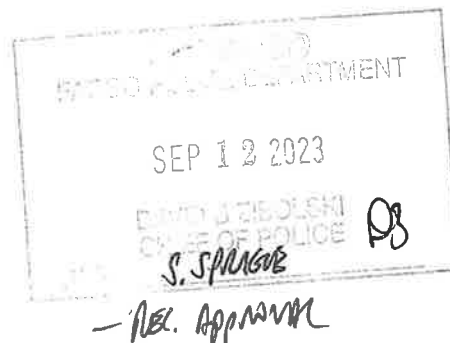
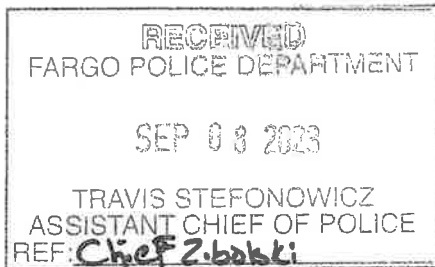
This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



RECEIVED
FARGO POLICE DEPARTMENT

SEP 08 2023

WILLIAM S AHLFELDT
CAPTAIN
REF: A.C. STEFONOWICZ
- Forward





APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: Dami & Company LLC
(Must match State of North Dakota registration name)

DBA Name: SOHO23

Is the establishment applying for (or has) a food license under the same name? Yes ☐ No ☐

Business location address: 1450 25th St S Fargo ND 58103

Mailing address: 1450 25th St S Fargo ND 58103

Business E-mail address: soho23nd@gmail.com

Local Manager E-mail address: seastone12@gmail.com

Best Contact Phone number: () 7013060241

Anticipated Date of Opening: July 15 / 1966

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 8/4/23 Class of License: GH Transfer: NO BAR Yes ☒ No ☐

Investigations Fee Paid (\$250) ☒ Yes ☐ No Date Paid: 8/4/23

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

☒ Approval Recommendation

☐ Denial Recommendation

Chief of Police

09-12-23
Date

52

NOTICE OF HEARING

Application for Alcoholic Beverage License

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Monday, October 2, 2023, at 5:15 o'clock p.m. to consider an application for a Class "W" Alcoholic Beverage License for Uncorked Lounge d/b/a Uncorked Lounge to be located at 5601 33 Ave S.

Any interested person may appear and will be heard.

City Auditor's Office
(September 13, 2023)

MEMORANDUM

TO: Liquor Control Board

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – Uncorked Lounge

DATE: September 20, 2023

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: W – wine - bar allowed, No food requirement
Business Name: Uncorked Lounge
Location: 5601 33rd Ave S
Applicants: Jessica Medler

This application is for the issuance of a Class W liquor license. This facility will be an upscale wine bar & lounge.

Being no significant concerns, staff & Liquor Control recommend approval of the issuance of a Class W alcoholic beverage license to Uncorked Lounge LLC d/b/a Uncorked Lounge. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class W alcoholic beverage license to Uncorked Lounge, LLC d/b/a Uncorked Lounge.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Adam Melquist *Am*

Date: 9/4/2023

RE: Alcoholic Beverage License Application, Class "W", Uncorked Lounge

Application for a class "W" Alcoholic Beverage License from
Uncorked Lounge, LLC d/b/a Uncorked Lounge, Located at 2820 Uptown Way, Fargo.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Medler, Jessica

Criminal History -

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us>) showed no criminal history.

Credit History -

Medler's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

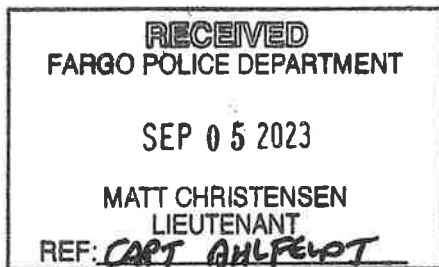
This application is for a class "W" alcoholic beverage license (Authorizes the licensee to sell wine "on-sale" only, bar is allowed) for Uncorked Lounge, LLC d/b/a Uncorked Lounge located at 2820 Uptown Way, Fargo.

Business Location

Uncorked Lounge will be located at 2820 Uptown Way. Other Businesses in the area with alcoholic licenses include Plaza Azteca.

Conclusion

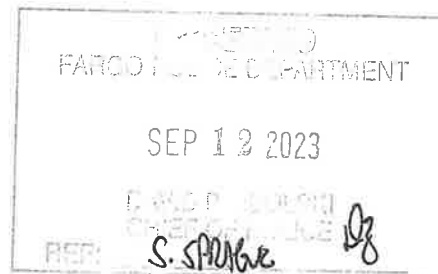
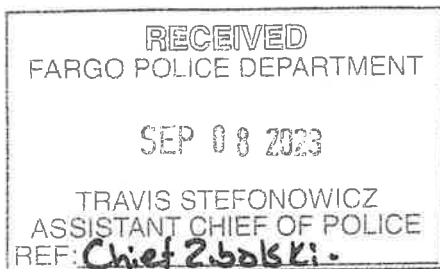
This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



RECEIVED
FARGO POLICE DEPARTMENT

SEP 08 2023

WILLIAM S AHLFELDT
CAPTAIN
REF: A.C. S. FERNANDEZ
- FORWARD



- Rec approval



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: Uncorked Lounge LLC
 (Must match State of North Dakota registration name)

DBA Name: Uncorked Lounge Uncorked Lounge

Is the establishment applying for (or has) a food license under the same name? Yes No X

Business location address: 2850 Uptown Way

Mailing address: 6091 66th St S

Business E-mail address: Hello@uncorkedlounge.social

Local Manager E-mail address: JessMedler@outlook.com

Best Contact Phone number: (701) 541-9800

Anticipated Date of Opening: December 2023

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 8/9/23 Class of License: W Transfer: Yes X No

Investigations Fee Paid (\$250) X Yes No Date Paid: CC 8/14/23

Police Department review completed by: Date:

(Attached recommendation report):

X Approval Recommendation

 Denial Recommendation

Chief of Police

09-12-23
 Date

53

NOTICE OF HEARING

Application for Alcoholic Beverage License

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Monday, October 2, 2023, at 5:15 o'clock p.m. to consider an application for a Class "CW" Alcoholic Beverage License for The 40Fifty Lounge, LLC d/b/a The 40Fifty Lounge, to be located at 2551 45 Street South Unit 129.

Any interested person may appear and will be heard.

City Auditor's Office
(September 13, 2023)

MEMORANDUM

TO: Liquor Control Board

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – The 40Fifty Lounge

DATE: September 20, 2023

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: CW – beer and wine - bar allowed, No food requirement
Business Name: The 40Fifty Lounge
Location: 2551 45th Street South #129
Applicants: Mbang Dort and Nicholas Tunheim

This application is for the issuance of a Class CW liquor license. This facility will be a an upscale barber and lounge.

Being no significant concerns, staff & Liquor Control recommend approval of the issuance of a Class CW alcoholic beverage license to The 40Fifty Lounge LLC d/b/a The 40Fifty Lounge. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class CW alcoholic beverage license to The 40Fifty Lounge, LLC d/b/a The 40Fifty Lounge.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Adam Melquist *Am*

Date: 9/4/2023

RE: Alcoholic Beverage License Application, Class "CW", The 40Fifty Lounge

Application for a class "CW" Alcoholic Beverage License from
The 40Fifty Lounge, LLC d/b/a The 40Fifty Lounge, Located at 2551 45th St S Unit 129, Fargo.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Dort, Mbang

Criminal History -

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us>) showed no criminal history.

Credit History -

Dort's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections

Tunheim, Nicholas

Criminal History -

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed no criminal history.

Credit History -

Tunheim's credit history was reviewed. There are no prior bankruptcies or debts turned over to collections. There were 4 accounts that had been 30-60 days past due in the past. All of those accounts have since been paid in full or are current with a \$0 balance.

Investigation Notes

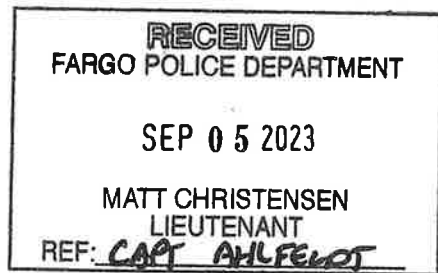
This application is for a class "CW" alcoholic beverage license (Authorizes the licensee to sell beer and wine "on-sale" only, bar is allowed) for The 40Fifty Lounge, LLC d/b/a The 40Fifty Lounge.

Business Location

The 40Fifty Lounge is located at 2551 45th St S Unit 129, Fargo. Other businesses in the area with alcoholic beverage licenses are Sickies Garage, El Agave, Applebee's, and Pizza Ranch.

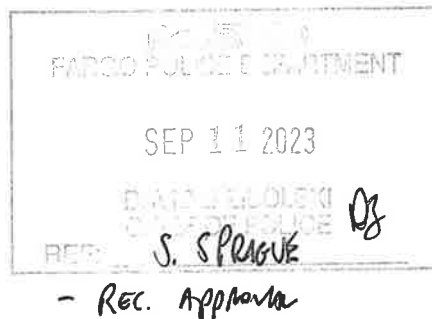
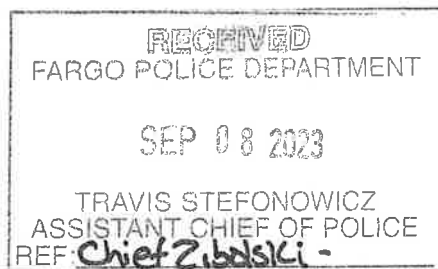
Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



RECEIVED
FARGO POLICE DEPARTMENT

SEP 08 2023
WILLIAM S AHLFELDT
CAPTAIN
REF: A.C. STEFONOWICZ
- Forward





APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: The 40Fifty Lounge, LLC
 (Must match State of North Dakota registration name)

DBA Name: The 40Fifty Lounge

Is the establishment applying for (or has) a food license under the same name? Yes ☐ No ☒

Business location address: 2551 45th St S, Unit 129, Fargo, ND 58104

Mailing address: 2551 45th St S, Unit 129, Fargo, ND 58104

Business E-mail address: hello@fargobarbers.com

Local Manager E-mail address: nick@fargobarbers.com

Best Contact Phone number: (701) 261-4609

Anticipated Date of Opening: 10/01/2023

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 8/1/23 Class of License: CW Transfer: ☐ Yes ☒ No

Investigations Fee Paid (\$250) ☒ Yes ☐ No Date Paid:

Police Department review completed by: Date:

(Attached recommendation report):

☒ Approval Recommendation

☐ Denial Recommendation

Chief of Police

09-11-23
 Date



NOTICE OF HEARING

Application for Alcoholic Beverage License

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Monday, October 2, 2023, at 5:15 o'clock p.m. to consider an application for a Class "W" Alcoholic Beverage License for The 1889, LLC d/b/a The 1889 to be located at 602 Main Avenue.

Any interested person may appear and will be heard.

City Auditor's Office
(September 13, 2023)

MEMORANDUM

TO: Liquor Control Board

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – The 1889

DATE: September 20, 2023

The following application for a liquor license was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: W – wine - bar allowed, No food requirement
Business Name: The 1889
Location: 602 Main Ave
Applicants: Lana Feeley and Addison Hovland

This application is for the issuance of a Class W liquor license. This facility will be a demonstration restaurant where customers prepare their own meals.

Being no significant concerns, staff & Liquor Control recommend approval of the issuance of a Class W alcoholic beverage license to The 1889 LLC d/b/a The 1889. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class W alcoholic beverage license to The 1889, LLC d/b/a The 1889.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Adam Melquist *Am*

Date: 9/4/2023

RE: Alcoholic Beverage License Application, Class "W", The 1889

Application for a class "W" Alcoholic Beverage License from
The 1889, LLC d/b/a The 1889, Located at 602 Main Ave, Fargo.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Feeley, Lana

Criminal History -

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us>) showed no criminal history.

Credit History -

Feeley's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections. Feeley had two accounts that had been 30 days past due once, but both accounts have since been paid in full.

Hovland, Addison

Criminal History -

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us) showed no criminal history.

Credit History -

Hovland's credit history was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections. Hovland had one account that had been 30 days past due, but has since been paid in full.

Investigation Notes

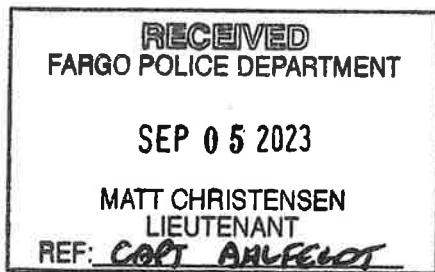
This application is for a class "W" alcoholic beverage license (Authorizes the licensee to sell wine "on-sale" only, bar is allowed) for The 1889, LLC d/b/a The 1889.

Business Location

The 1889 is located at 602 Main Ave. Other businesses with alcoholic beverage licenses within a block are Rhombus Guys, Front Street Taproom, and The Old Broadway. This location is on the south side of the downtown area. There are several other businesses to the north along Broadway with alcoholic beverage licenses.

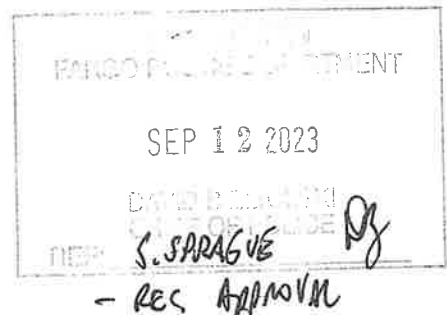
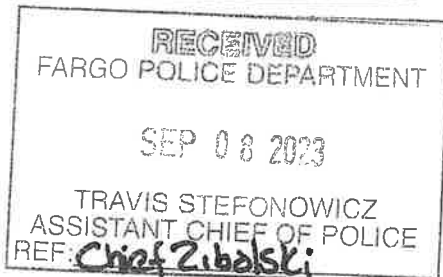
Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



RECEIVED
FARGO POLICE DEPARTMENT

SEP 08 2023
WILLIAM S AHLFELDT
CAPTAIN
REF: A.C. STEFONOWICZ
- Forward





APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: The 1889 LLC
 (Must match State of North Dakota registration name)

DBA Name: The 1889

Is the establishment applying for (or has) a food license under the same name? Yes ___ No X

Business location address: 602 Main Fargo, ND 58103

Mailing address: 8865 40th Ave N Harwood, ND 58042

Business E-mail address: info@the1889fargo.com

Local Manager E-mail address: Addieho96@gmail.com

Best Contact Phone number: (701) 993-5689

Anticipated Date of Opening: 8/15/2023

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 8/3/23 Class of License: W Transfer: ___ Yes X No

Investigations Fee Paid (\$250) X Yes ___ No Date Paid: 8/3/23

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

X Approval Recommendation

___ Denial Recommendation

Daniel B. J. [Signature]
 Chief of Police

09-12-23
 Date

55
October 2, 2023

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

Re: Project Recommendation
Main Avenue Reconstruction – University Drive to 25th Street
City of Fargo Improvement District No. BR-23-A1
Decision Documentation

Improvement District BR-23-A is a cost participating project between Federal, State, and Local entities for the reconstruction of Main Avenue from University Drive to 25th Street. City staff and the consulting team presented an information update in front of Commission on September 5th, with the communication that we would be back on October 2nd, 2023 seeking approval of an alternative and options. The recommended alternative and options comes from the Project Review Committee, which consists of members from the City's Engineering and Planning Department, engineering consultants, NDDOT, FHWA, and Metro COG. The Project Review Committee's recommendation have been analyzed and evaluated as part of the environmental documentation process and take into account input from the public. Additionally, the recommended alternative and options have been unanimously approved by PWPEC. Five main alternatives and three options were evaluated, and the committee and PWPEC has agreed upon proposing the following recommendations.

Alternatives

- ~~A: "No Build"~~
- ~~C1: "5-Lane to 4-Lane"~~
- ~~C1-Option 4: "5-Lane to 4-Lane with Realignment"~~
- **C2: "5-Lane to 4-Lane (no building impacts)"**
- ~~D: "5-Lane to 3-Lane"~~

Options

- o **1: "Widened Sidewalk from 23rd to 25th Street"**
- o ~~2: "Raised Median at 17th Street"~~
- o **3: "North Curb Reconstruction at University Drive"**

Recommended Motion:

Approve to advance recommendations: Alternative C2: "5-Lane to 4-Lane (no building impacts)" and options 1 & 3 "Widened Sidewalk from 23rd to 25th Street" and "North Curb Reconstruction at University Drive".

Attachments:

- Decision Documentation for Fargo Main Avenue
- PWPEC ROA

Respectfully,

Eric Hodgson, PE
Civil Engineer II

Eric Hodgson

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-A0

Type: Alternative & Options Decision

Location: Main Avenue, University Dr – 25th Street

Date of Hearing: 9/25/2023

Routing

Date

City Commission

10/2/2023

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Civil Engineer, Eric Hodgson, regarding the selection of Alternatives and Options for Improvement District No. BR-23-A.

Five main alternatives and three options were evaluated as part of the environmental documentation process

Alternatives

- A: "No Build"
- C1: "5-Lane to 4-Lane"
- C1-Option 4: "5-Lane to 4-Lane with Realignment"
- C2: "5-Lane to 4-Lane (no building impacts)"
- D: "5-Lane to 3-Lane"

Options

- 1: "Widened Sidewalk from 23rd to 25th Street"
- 2: "Raised Median at 17th Street"
- 3: "North Curb Reconstruction at University Drive"

Staff is recommending approval of Alternative C2 along with Options 1 and 3.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Alternative C2 along with Options 1 and 3.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Alternative C2 along with Options 1 and 3.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒

☒

☐

Nicole Crutchfield, Director of Planning

☒

☒

☐

Steve Dirksen, Fire Chief

☒

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Brenda Derrig, Assistant City Administrator

☒

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Ben Dow, Director of Operations

☒

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☐

Steve Sprague, City Auditor

☒

☒

☐

Tom Knakmuhs, City Engineer

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☒

☐

Susan Thompson, Finance Director

☐

☐

☐

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: September 25th, 2023
Re: Improvement District BR-23-A0 – Alternative & Options Decision Document
Main Avenue (University Drive to 25th Street)

Background:

Improvement District No. BR-23-A is a cost participating project between Federal, State, and Local entities for the reconstruction of Main Avenue from University Drive to 25th Street. Five main alternatives and three options were evaluated by the Project Review Committee as part of the environmental documentation process.

Alternatives

- A: “No Build”
- C1: “5-Lane to 4-Lane”
- C1-Option 4: “5-Lane to 4-Lane with Realignment”
- C2: “5-Lane to 4-Lane (no building impacts)”
- D: “5-Lane to 3-Lane”

Options

- 1: “Widened Sidewalk from 23rd to 25th Street”
- 2: “Raised Median at 17th Street”
- 3: “North Curb Reconstruction at University Drive”

The details of each Alternative and Option is too extensive to list in this memo. Please see attachments for additional information.

Recommended Motion:

Motion 1: Approve Alternative C2, “5-Lane to 4-Lane (no building impacts)” as the preferred alternative to proceed with.

Motion 2: Approve Options 1 and 3, “Widened Sidewalk from 23rd to 25th Street” and “North Curb Reconstruction at University Drive” to move forward with Alternative C2.

EBH/klb

Attachments

C: Thomas Knakmuhs, City Engineer
Nathan Boerboom, Assistant City Engineer
Jeremy Gorden, Division Engineer

RECONSTRUCTION

Project No.

PCN

NHU-CPU-8-010(046)938

23199

Fargo Main Avenue – 25th St to University Dr



Prepared by

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
BISMARCK, NORTH DAKOTA

<http://www.dot.nd.gov/>

DIRECTOR
Ronald J. Henke, P.E.

PROJECT DEVELOPMENT DIRECTOR
Jon Ketterling, P.E.

October 2023

I. Project Description

NDDOT Project No.:	NHU-CPU-8-010(046)938, PCN 23199
City of Fargo Project No.:	BR-23-A
Highway:	Main Avenue (US 10)
District:	Fargo
Limits:	25 th Street to University Drive

II. Project Schedule

Bid Ready: August 2025

III. Purpose of Decision Document

The purpose of this Decision Document is to record the selections of the Preferred Alternative and other Options for the Main Avenue (US 10) reconstruction project from 25th Street to University Drive.

A brief summary is provided below of the alternatives/options and key elements. The alternative scoring matrix is also included at the end of this document. Please refer to this project's Environmental Assessment (EA) document for further details on the purpose and need statement, alternative description and analysis, and summary of the affected environmental impacts. A copy of this completed and signed Decision Document will be included in the EA appendices.

IV. Alternatives

After a detailed alternative development and screening process, five alternatives ultimately were carried forward for this project. Other alternatives were considered but discarded from further analysis, including Alternative B: 5-Lane.

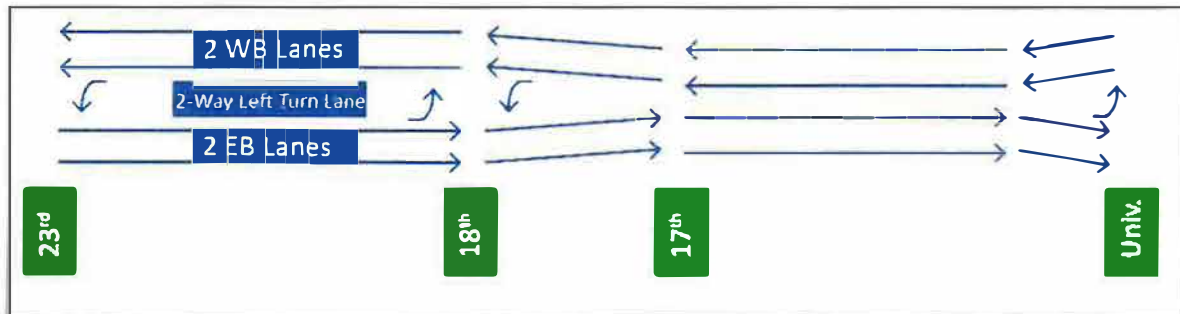
The four build alternatives are identical between 23rd Street and 18th Street. The differences in the build alternatives occur between 18th Street and University Drive.

- Alternative A: No Build
- Alternative C1: 4-Lane (with building impacts)
- Alternative C1 + Option 4: 4-Lane with south alignment shift (with building impacts)
- Alternative C2: 4-Lane with modified design criteria (no building impacts)
- Alternative D: 3-Lane

Alternative A – No Build

The no-build alternative maintains the existing configuration of Main Avenue through the project area, which would not meet the purpose and need for the project and would result in a continuation of the existing corridor deficiencies.

Alternative A: No Build



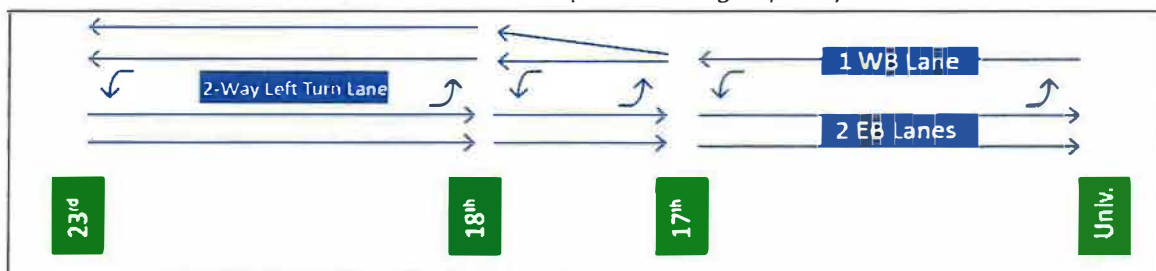
Improvements Common to All Build Alternatives

- 5-lane section west of 18th Street
- ADA compliance & improved pedestrian environment
- Continuous center left-turn lane
- Nearly 8,000 feet of sidewalk replacement
- Pavement marking change to 1 WB thru lane, east of University Drive
- Access management – closure/consolidation of 31 driveways (out of 80 existing driveways)
- Replacement of storm sewer, sanitary sewer, watermain, & lighting

Alternative C1: 4-Lane (with building impacts)

Alternative C1 would consist of a four-lane section from 17th Street to University Drive, including two EB lanes, a two-way left turn lane, and one WB lane. Along the four-lane segment, ROW would need to be acquired and impacts to 7 existing buildings would occur in order to maintain a uniform width of a 6-foot sidewalk and 4-foot boulevard.

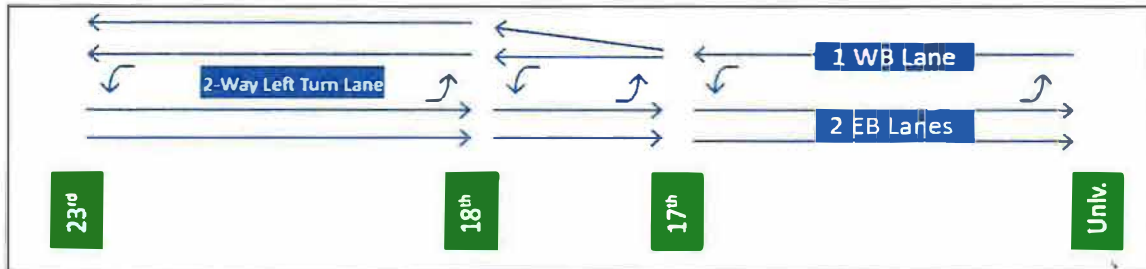
Alternative C1: 4-Lane (with building impacts)



Alternative C1 + Option 4: 4-Lane with south alignment shift (with building impacts)

Alternative C1 + Option 4 is identical to Alternative C1 in consisting of a four-lane section from 17th Street to University Drive, including two EB lanes, a two-way left turn lane, and one WB lane. The difference with this alternative is that it includes a 6' shift to the south for a 700' stretch near 14th Street, to avoid impacting the International Market Plaza building located at 1345 Main Avenue. Along the four-lane segment, ROW would need to be acquired and impacts to 6 existing buildings would occur in order to maintain a uniform width of a 6-foot sidewalk and 4-foot boulevard.

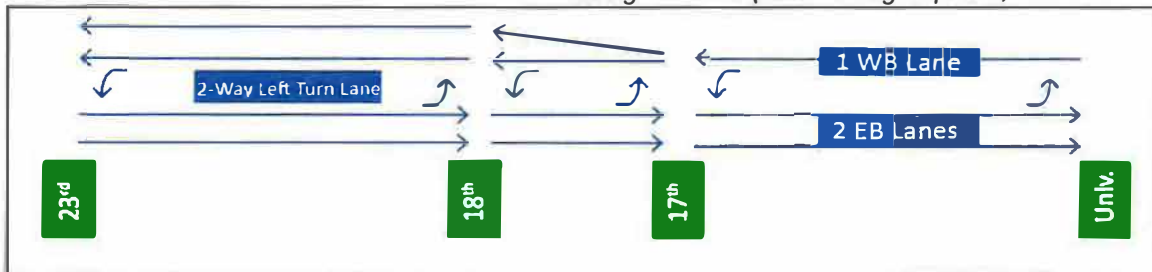
Alternative C1 + Option 4: 4-Lane with south alignment shift (with building impacts)



Alternative C2: 4-Lane with modified design criteria (no building impacts)

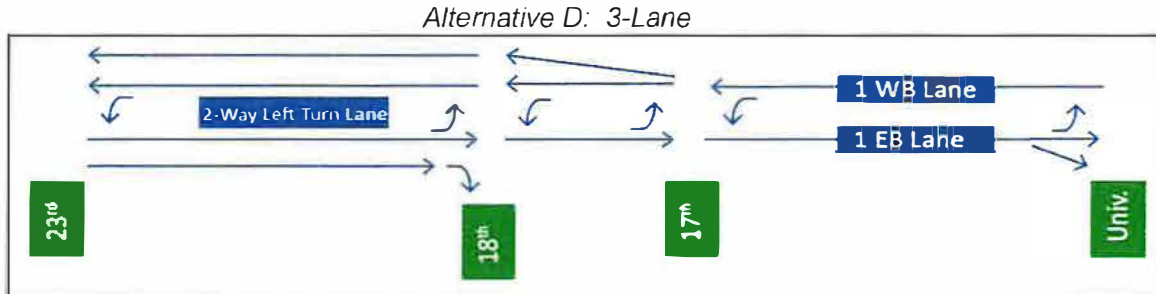
Alternative C2 consists of a four-lane section from 17th Street to University Drive which includes two EB lanes, a two-way left turn lane, and one WB lane. In contrast to Alternative C1 and Alternative C1 + Option 4, building impacts on both sides of the corridor are avoided with Alternative C2 by narrowing the outside travel lane in each direction from 11' to 10.5', by varying the width of the sidewalk and boulevard at building faces, and by reducing the need for ROW width. Only 500' of the 8,000 feet of sidewalk would need to be reduced width (6% of all sidewalk on the project). In these reduced areas up against building faces, a minimum 5' sidewalk and 2' boulevard would still be achieved.

Alternative C2: 4-Lane with modified design criteria (no building impacts)



Alternative D: 3-Lane

Alternative D would consist of a three-lane section from 17th Street to University Drive which includes one EB lane, a two-way left turn lane, and one WB lane.



V. Summary of Property Impacts for Alternatives

Alternative	Building Impacts	No. of Relocations	ROW Parcels	ROW SQ FT	Properties with other impacts (signs, parking)
Alt C1 (4-Lane)	7	26	23	22,062 SF	21
Alt C1 + Option 4 (4-Lane with shift)	6	8	23	22,330 SF	21
Alt C2 (4-Lane w/ no bldg impacts)	0	0	22	17,923 SF	18
Alt D (3-Lane)	0	0	1	312 SF	5

VI. Options

Three options were developed for this project. The options are each an individual yes-or-no decision, and can be added onto any of the build alternatives.

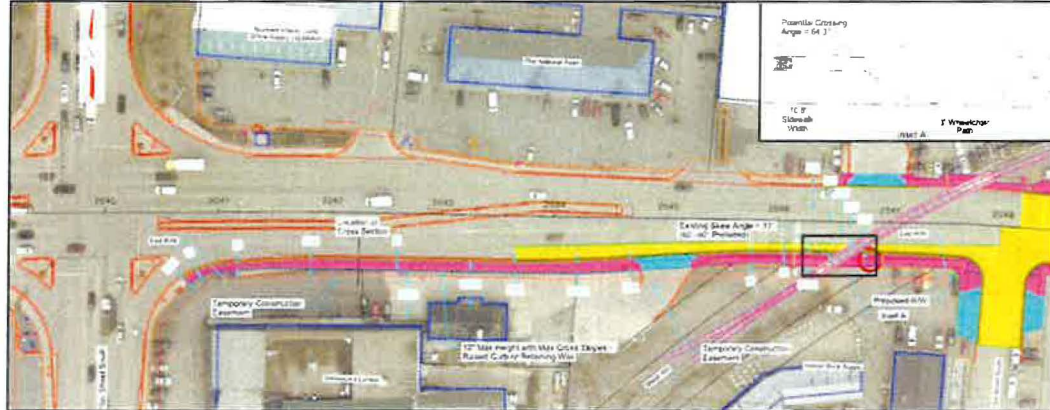
- Option 1: Widened Sidewalk from 23rd to 25th Street
- Option 2: Raised Median at 17th Street
- Option 3: North Curb Reconstruction at University Drive

Option 1: Widened Sidewalk from 23rd to 25th Street

Option 1 would widen the sidewalk on the south side of Main Avenue between 23rd Street and 25th Street and would improve the sidewalk crossing skew angle across the RR spur track from 33° skew to a 63° skew. This would improve crossing abilities for bicycles and wheelchairs.

Refer to the figure on the next page for a graphical layout of Option 1.

Option 1: Widened Sidewalk from 23rd to 25th Street



Option 2: Raised Median at 17th Street

Option 2 is a raised median on Main Avenue at the 17th Street intersection to restrict NB and WB left turn movements at this location, converting this intersection to right in/right out access. This option helps reduce access points and conflicts by eliminating the NB and WB left turn movements, instead shifting them to the signalized 18th Street intersection.

Option 2: Raised Median at 17th Street



Option 3: North Curb Reconstruction at University Drive

Option 3 would relocate the north curb line further south at the NW corner of the University Drive intersection, reducing the WB direction to one lane while still allowing large truck traffic enough turning room to make the SB University Drive to WB Main Avenue right turn movement. This option makes the lane configuration west of University Drive consistent with pavement marking proposed as part of all build alternatives east of the intersection.

Option 3: North Curb Reconstruction at University Drive



VII. Summary of Estimated Costs (Preliminary)

Summary by Construction Cost & Land Acquisition

Alternative or Option	Construction & Engineering Estimated Costs	Land Acquisition & Building Impact/Relocation Estimated Costs	TOTAL ESTIMATED COSTS
Alternative C1 5-lane to 4-lane (7 building impacts)	\$32,660,000	\$11,750,000	\$44,410,000
Alternative C1+Option 4 5-lane to 4-lane (6 building impacts)	\$32,660,000	\$6,484,000	\$39,144,000
Alternative C2 5-lane to 4-lane (no building impacts)	\$32,545,000	\$630,000	\$33,175,000
Alternative D 5-lane to 3-lane	\$32,165,000	\$190,000	\$32,355,000
Option 1: Widened Sidewalk 23rd to 25th Street	\$299,000	\$15,000	\$314,000
Option 2: 17th Street Raised Median	\$46,000	\$0	\$46,000
Option 3: North Curb Reconstruction at University Drive	\$195,000	\$0	\$195,000

Note: Costs are preliminary and are inflated to 2026 dollars.

Costs include 10% construction cost contingency, 15% engineering cost, and estimated ROW acquisition & building impact/relocation costs.

Summary by Funding Source

Alternative or Option	NHU PARTICIPATING	DRAINAGE	CPU NON-PARTICIPATING	TOTAL
	FEDERAL 80.93% STATE 9.07% CITY 10%	FEDERAL 79% STATE 9% CITY 12%	CITY 100%	
	ESTIMATED COST	ESTIMATED COST	ESTIMATED COST	
Alternative C1 5-lane to 4-lane (7 building impacts)	\$27,068,000	\$9,269,000	\$8,073,000	\$44,410,000
Alternative C1+Option 4 5-lane to 4-lane (6 building impacts)	\$21,802,000	\$9,269,000	\$8,073,000	\$39,144,000
Alternative C2 5-lane to 4-lane (no building impacts)	\$15,833,000	\$9,269,000	\$8,073,000	\$33,175,000
Alternative D 5-lane to 3-lane	\$15,013,000	\$9,269,000	\$8,073,000	\$32,355,000
Option 1: Widened Sidewalk 23rd to 25th St	\$314,000	\$0	\$0	\$314,000
Option 2: 17th Street Raised Median	\$46,000	\$0	\$0	\$46,000
Option 3: North Curb Reconstruction at University Drive	\$195,000	\$0	\$0	\$195,000

Note: Costs are preliminary and are inflated to 2026 dollars.

Costs include 10% construction cost contingency, 15% engineering cost, and estimated ROW acquisition & building impact/relocation costs.

VIII. Key Advantages and Disadvantages

Alternative	Advantages	Disadvantages
Alternative C1: 4-Lane	<ul style="list-style-type: none"> • Additional capacity with 2 EB lanes • Minimum 6' sidewalk and 4' blvd widths for entire corridor 	<ul style="list-style-type: none"> • 5 full building removals and 2 partial removals • 25 business and 1 residential relocations • Disproportionately high or adverse impacts to Environmental Justice population • Highest cost and highest property impacts
Alternative C1 + Option 4: 4-Lane with south shift	<ul style="list-style-type: none"> • Additional capacity with 2 EB lanes • Minimum 6' sidewalk and 4' blvd widths for entire corridor 	<ul style="list-style-type: none"> • 4 full building removals and 2 partial removals • 7 business and 1 residential relocations • 6' of additional impact to five properties on south side, due to south alignment shift
Alternative C2: 4-Lane (no building impacts)	<ul style="list-style-type: none"> • Additional capacity with 2 EB lanes • No building impacts or relocations 	<ul style="list-style-type: none"> • Sidewalk/blvd reduced to 5' and 2' up against building faces (affects approx. 6% of corridor)
Alternative D: 3-Lane	<ul style="list-style-type: none"> • Lowest cost and property impact • Fits almost entirely within existing ROW • No building impacts or relocations • Minimum 6' sidewalk and 4' blvd widths for entire corridor 	<ul style="list-style-type: none"> • Reduced capacity with 1 EB lane • Longer queues during peak hours • Increased traffic diversion to other routes during peak hours

IX. Alternative Scoring Matrix

Evaluation Criteria		Alternatives									
		Alt A		Alt C1		Alt C1 - Option 4		Alt C2		Alt D	
		No Build		5-Lane to 4-Lane		5-Lane to 4-Lane with Realignment		5-Lane to 4-Lane (no building impacts)		5-Lane to 3-Lane	
	Weight for Scoring	Avg. Score	Weighted	Avg. Score	Weighted	Avg. Score	Weighted	Avg. Score	Weighted	Avg. Score	Weighted
Vehicular Safety	4.1	2.3	9.4	4.0	16.4	4.0	16.4	4.0	16.4	3.7	15.2
Pedestrian Environment	4.0	1.0	4.0	4.5	18.0	4.5	18.0	4.3	17.2	4.5	18.0
Vehicular Traffic	3.3	5.0	16.5	4.0	13.2	4.0	13.2	4.0	13.2	2.8	9.2
Environmental Impacts	2.9	2.0	5.8	2.9	8.4	3.3	9.6	3.9	11.3	4.0	11.6
Property Impacts	2.8	4.0	11.2	3.0	8.4	2.0	5.6	3.6	10.1	4.2	11.8
Project Cost and Schedule	2.3	4.0	9.2	2.2	5.1	2.6	6.0	3.2	7.4	3.8	8.7
TOTALS:			58.9		66.1		68.8		75.6		74.5

5	Optimal (5)
4	Desired (4)
3	Acceptable (3)
2	Less than Desired (2)
1	Poor (1)

Notes on Scoring:

Vehicular Safety

- Higher scores due to addition of center left turn lane, reducing number of driveways and conflict points
- Lower scores due to absence of left turn lane, higher number of driveways and conflict points, poor driveway sight distance, duration of time queues > 300 feet, available gaps for side streets/driveways

Pedestrian Environment

- Higher scores due to increased sidewalk/blvd width, correcting ADA deficiencies, improved streetscaping opportunities
- Lower scores due to narrow sidewalks/blvds, curb ramp and sidewalks not meeting ADA, lack of streetscaping

Vehicular Traffic

- Higher scores due to additional thru lane capacity, shorter queues, lower chance of traffic diversion
- Lower scores due to reduced thru lane capacity, longer queues, higher chance of traffic diversion

Environmental Impacts

- Higher scores due to low or no disproportionate EJ impacts, positive economic impact, complete streets enhancements
- Lower scores due to high disproportionate EJ impacts, neutral or negative economic impact, no complete streets enhancements

Property Impacts

- Higher scores due to low ROW acquisition, no building impacts or relocations, low property impacts (signs, parking)
- Lower scores due to high ROW acquisition, building impacts and relocations, high property impacts (signs, parking)

Project Cost and Schedule

- Higher scores due to low construction/ROW costs, minimal corridor maintenance, optimal project development schedule
- Lower scores due to higher construction/ROW and relocation costs, higher corridor maintenance costs, longer project development schedule

X. Recommendations

	1. Do you concur with the project concepts as proposed?	2. Which alternative should proceed with the project?					3. Which option(s) should proceed with the project?		
	Yes / No	Alt A	Alt C1	Alt C1 + Opt 4	Alt C2	Alt D	Opt 1	Opt 2	Opt 3
Office of Project Development									
Office of Operations									
Bridge Division									
Construction Services Division									
Design Division									
District									
Environmental and Transportation Services Division									
Local Government Division									
Maintenance Division									
Materials and Research Division									
Programming Division									
Planning/Asset Management Division									
City of Fargo	Yes				X		X		X
FHWA									

XI. Executive Decisions

1. Do you concur with the project concepts as proposed?

_____ Yes

_____ No

2. Which alternative should proceed with the project?

_____ Alternative A: No-Build (\$0)

_____ Alternative C1: 4-Lane (with building impacts) (\$44,410,000)

_____ Alternative C1 + Option 4: 4-Lane with south alignment shift (with building impacts)
(\$39,144,000)

_____ Alternative C2: 4-Lane w/ modified design criteria (no building impacts) (\$33,175,000)

_____ Alternative D: 3-Lane (\$32,355,000)

3. Which option(s) should proceed with the project?

_____ Option 1: Widened Sidewalk from 23rd to 25th Street (\$314,000)

_____ Option 2: Raised Median at 17th Street (\$46,000)

_____ Option 3: North Curb Reconstruction at University Drive (\$195,000)

Amendments/Comments for Project No. 8-010(046)938:

Matt Linneman, P.E., Deputy Director for Engineering

Date



September 5, 2023

THE CITY OF
Fargo
FAR MORE

NORTH
Dakota | Transportation
Be Legendary.

Apex
Engineering Group

[SRF]

Fargo City Commission Update

Main Avenue (US 10) Reconstruction – 25th Street to University Drive
City Project No. BR-23-A
NDDOT Project No. NHU-CPU-8-010(046)938, PCN 23199

Introductions – Presenters



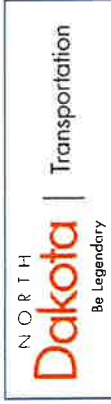
Matt Kinsella, PE
Project Manager



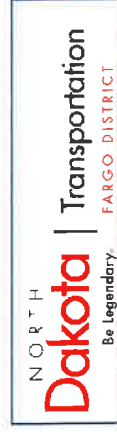
Jacob Nordick, PE
SRF Task Manager



Project Review Committee



- Ardin Striefel
- Michael Johnson
- Stacey Hanson
- Garrett Hartl
- Justin Schlosser
- Ray Barchenger
- Patty Winn



- Aaron Murra/Bob Walton
- Joe Peyerl
- Duane Carlstrom



- Brenda Derrig
- Tom Knakmuhs
- Jeremy Gorden
- Eric Hodgson
- Maegin Elshaug



- Kevin Brodie
- Kristen Sperry
- Melissa Carson

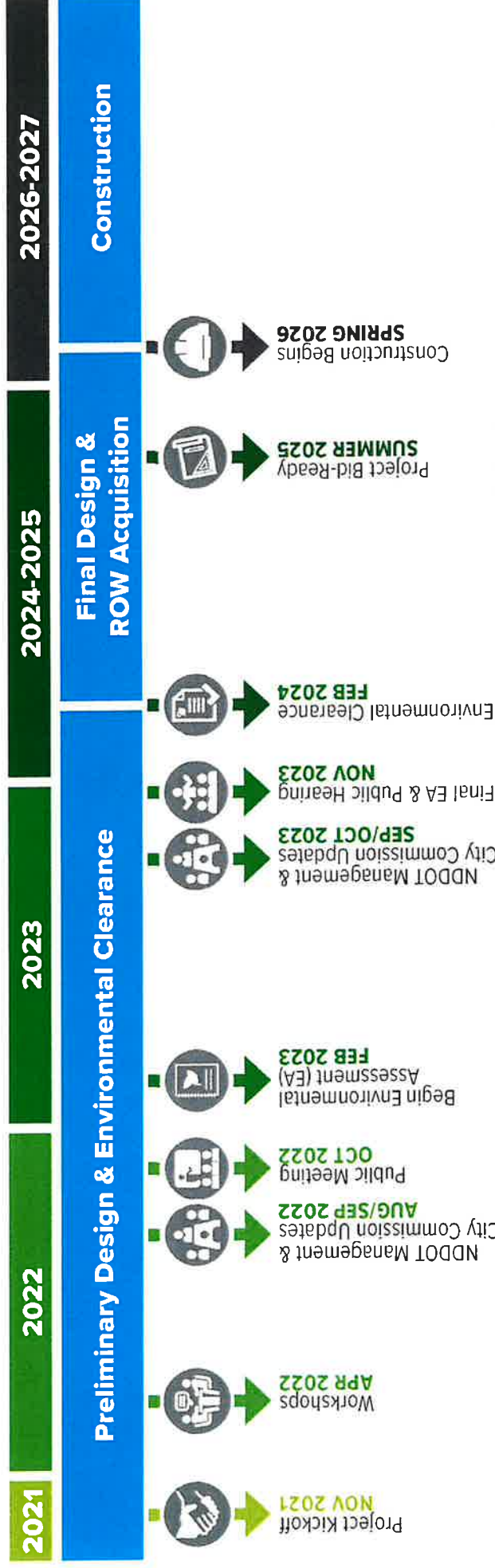


- Dan Farnsworth

Other Subconsultants



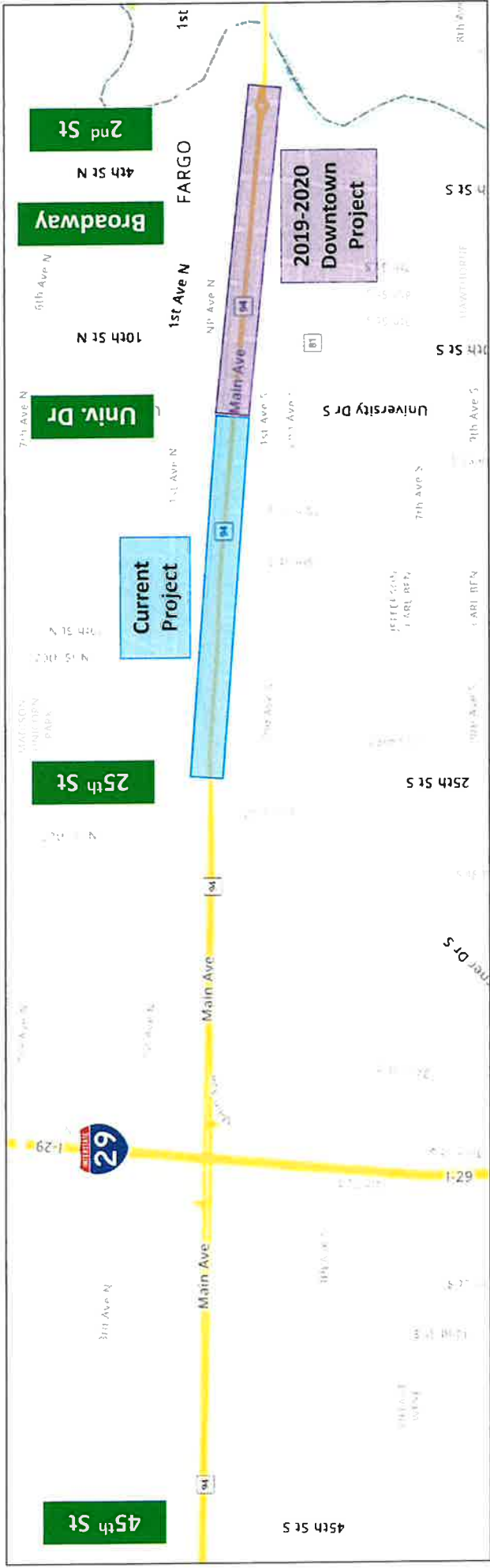
Project Timeline



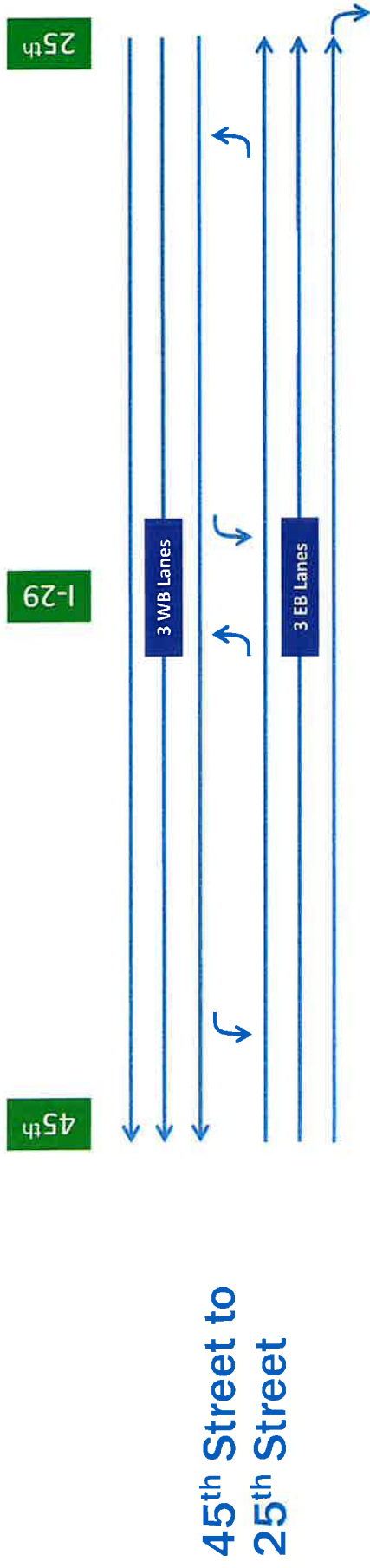
2024-2027 dates are tentative and subject to change

We Are Here

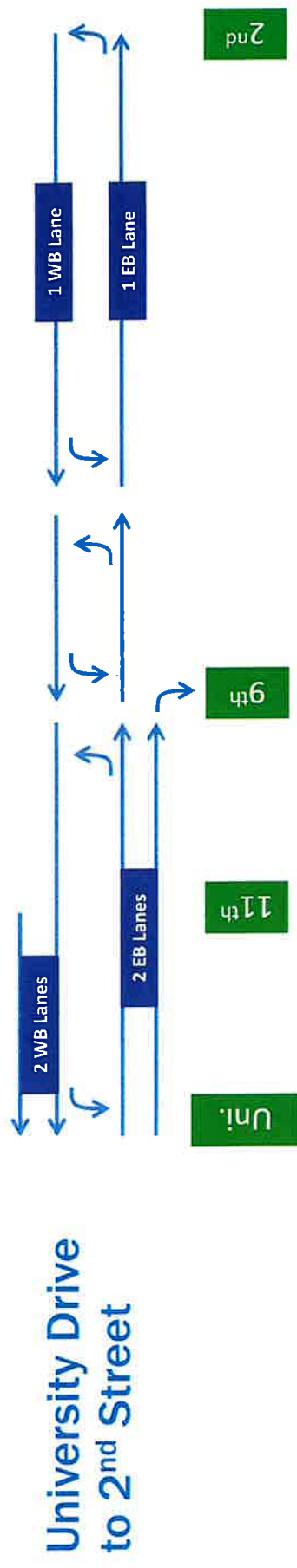
Project Location



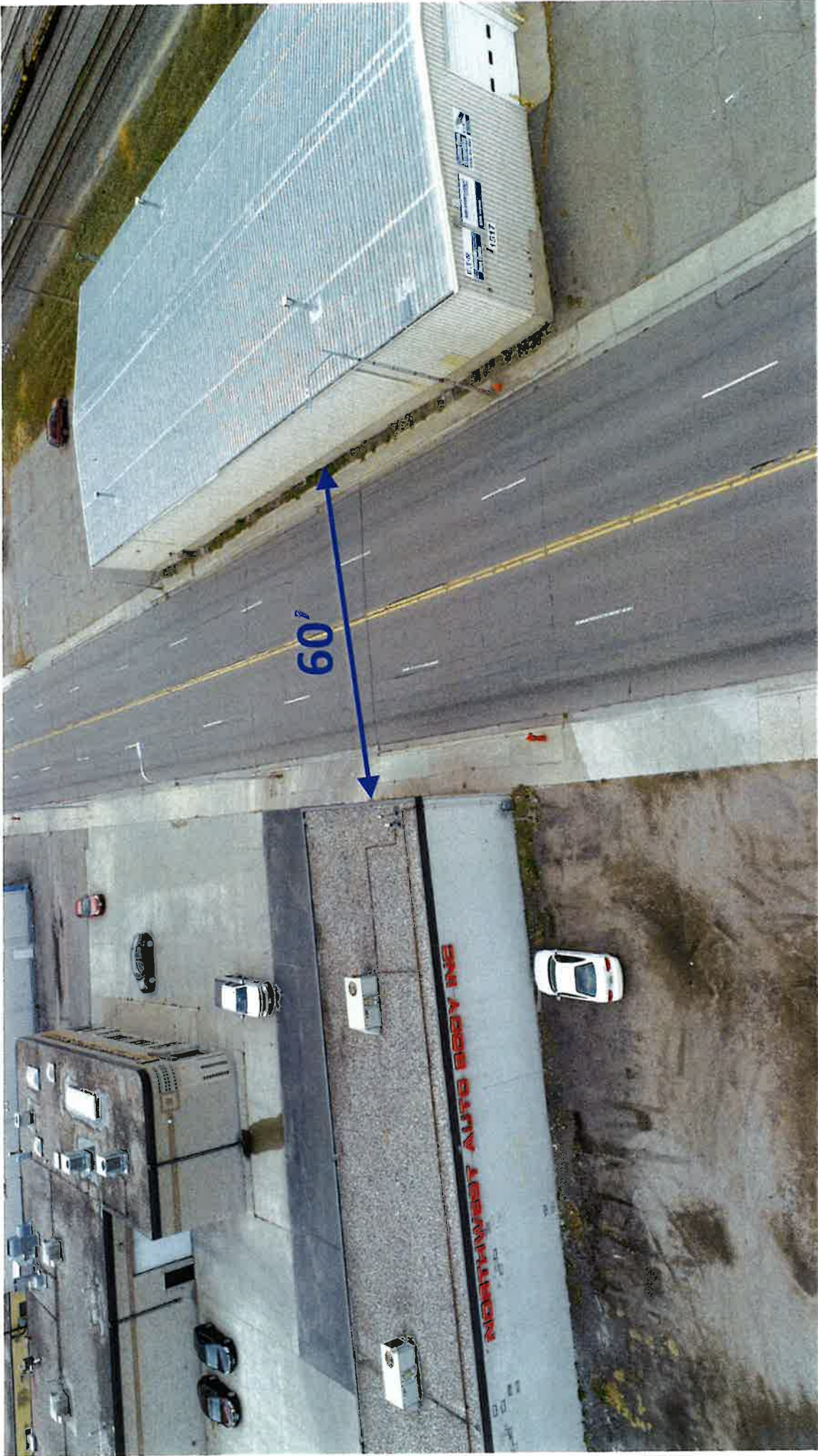
Surrounding Corridor Context



45th Street to
25th Street



University Drive
to 2nd Street



Project Purpose and Need

- Replace aging corridor infrastructure (pavement and utilities)
- Improve pedestrian environment and upgrade ADA facilities
- Close or consolidate access points to address access management
- Support local and regional mobility



Traffic Analysis Key Findings

Traffic Analysis Findings

- Current capacity is adequate for 2045 traffic
 - Expansion not warranted
- Reduced lanes 18th St to University Dr – and maintaining existing capacity 25th St to 18th St – provides acceptable LOS
 - No traffic diversion expected at the daily level; some diversion during peak periods
 - Some increased queue lengths during peak traffic times

Traffic Analysis Key Findings

Other Traffic Recommendations

■ Crash history slightly higher than average but below critical

- Does not represent immediate safety needs
- Roadway designs should seek to improve safety

■ High number of access points

- Recommend reducing private access points
- Improve spacing from adjacent intersections

Alternative Design Criteria

All Alternatives Provide:	5-lane section west of 18 th Street
	ADA compliance & improved pedestrian environment
	Continuous center left-turn lane
	Nearly 8,000 feet of sidewalk replacement
	Change to 1 WB thru lane east of University Drive
	Access Management
Replacement of storm sewer, sanitary sewer, watermain, & lighting	

Design Element	Design Standard
Travel Lanes	11' width
Center Left-Turn Lane	12' width
Sidewalk	Minimum 6' width
Boulevards	Minimum 4' width
	Stamped, colored concrete

Corridor Alternatives

■ Alternatives:

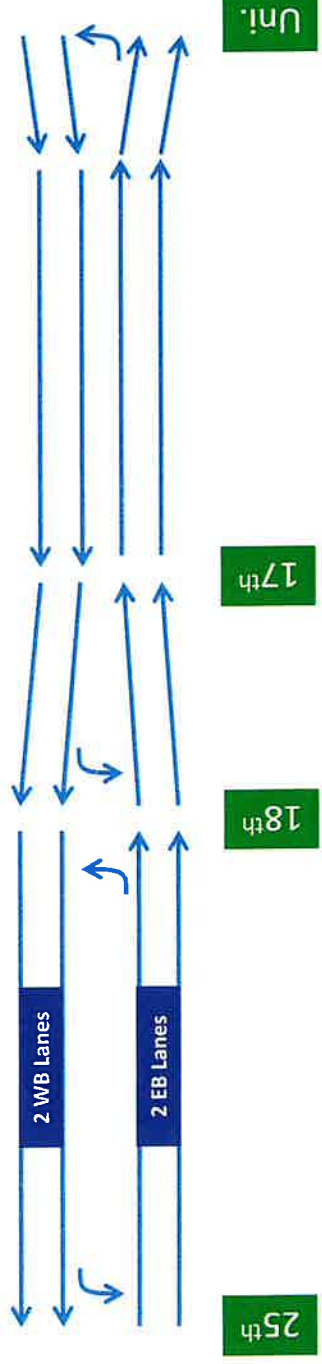
- Alt A: No Build
- Alt C1: 4-Lane
- Alt C1+Opt 4: 4-Lane (with south alignment shift)
- Alt C2: 4-Lane (with modified design criteria)
- Alt D: 3-Lane

■ Options:

- Option 1: Widened Sidewalk from 23rd to 25th St
- Option 2: 17th Street Raised Median
- Option 3: North Curb Reconstruction at University Drive

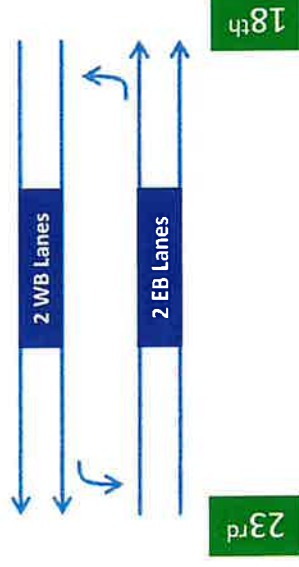
Corridor Alternatives

- Alt A: No Build
 - Corridor remains same – no improvements



Corridor Alternatives

- 23rd Street to 18th Street
 - 2 lanes EB & WB with center left turn lane
 - All alternatives utilize this section
 - Improvements within existing right-of-way
 - ♦ 80' – 84' Right of Way



Corridor Alternatives

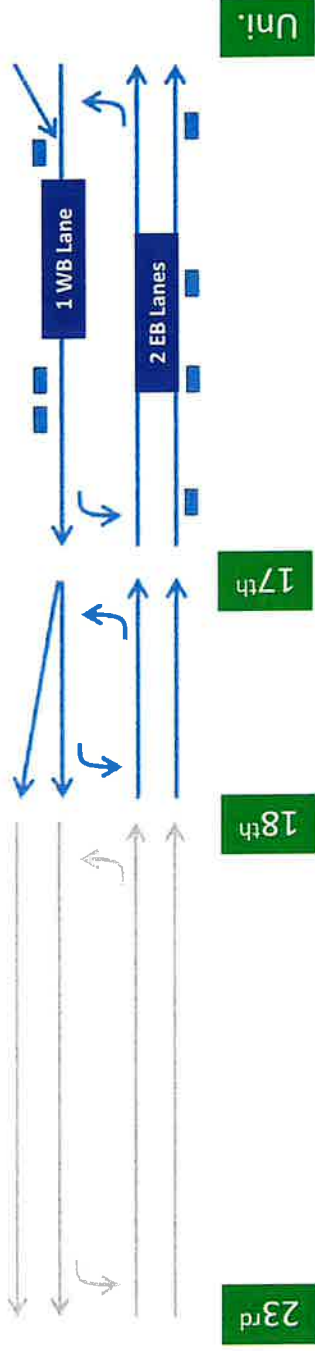
■ 23rd Street to 18th Street



Corridor Alternatives

Alt C1: 4-Lane

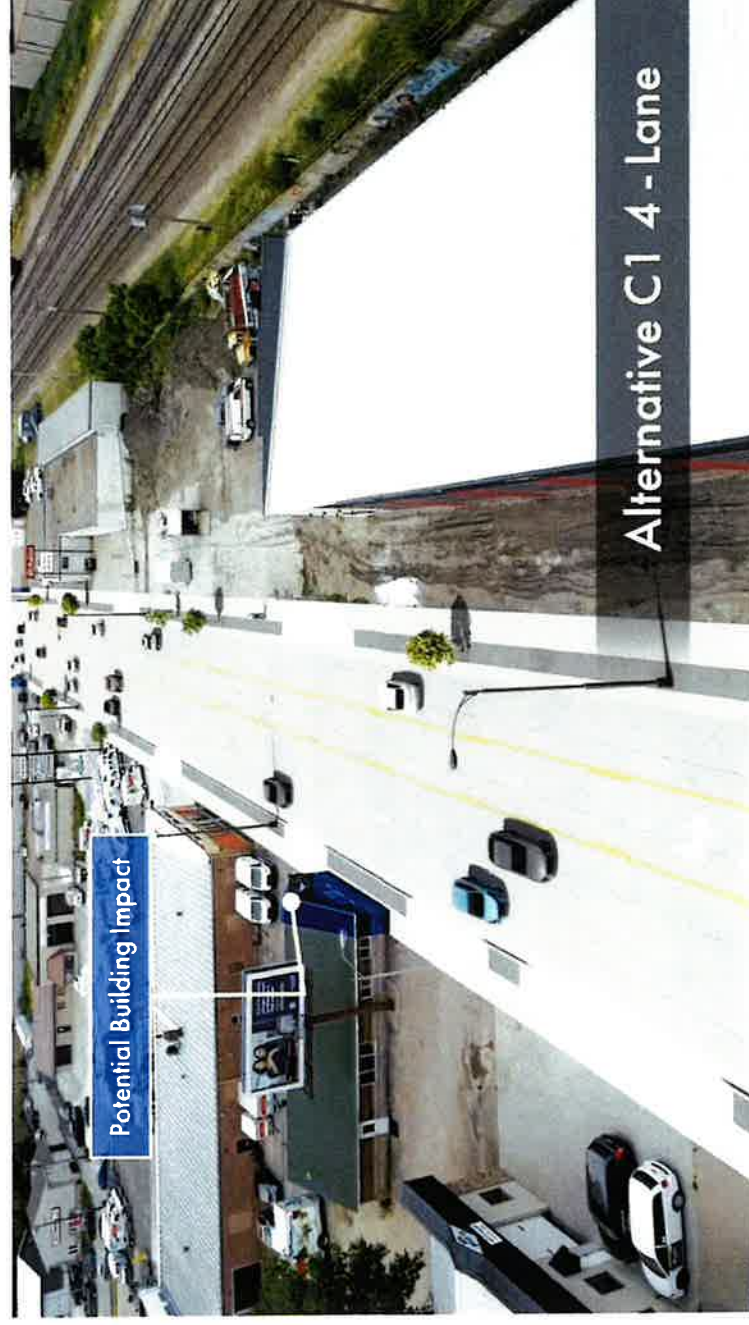
- 2 EB lanes, 1 WB lane, center left turn lane
- Existing Right of Way: 60' (Typical)
- Proposed Right of Way: 70'



Impacts	Buildings	Parcels	Right of Way Needed
	7	23	22,062 SF

Corridor Alternatives

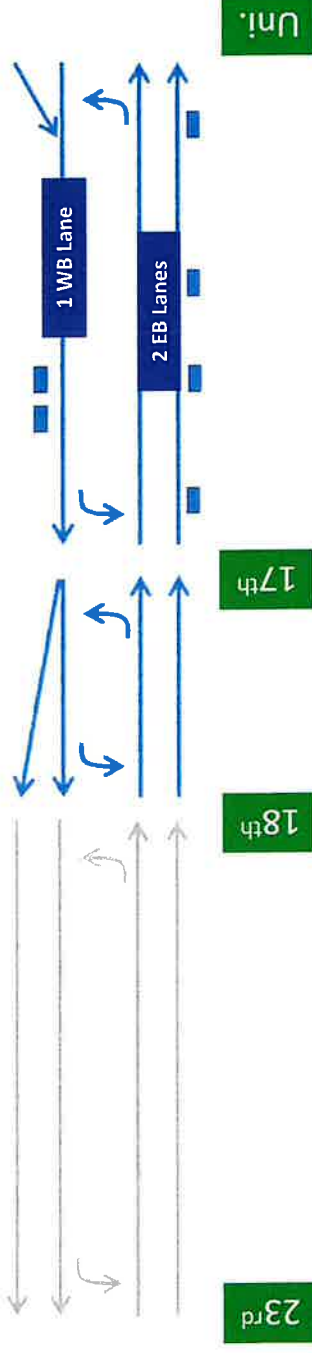
Alt C1: 4-Lane



Corridor Alternatives

Alt C1 + Option 4: 4-Lane with south alignment shift

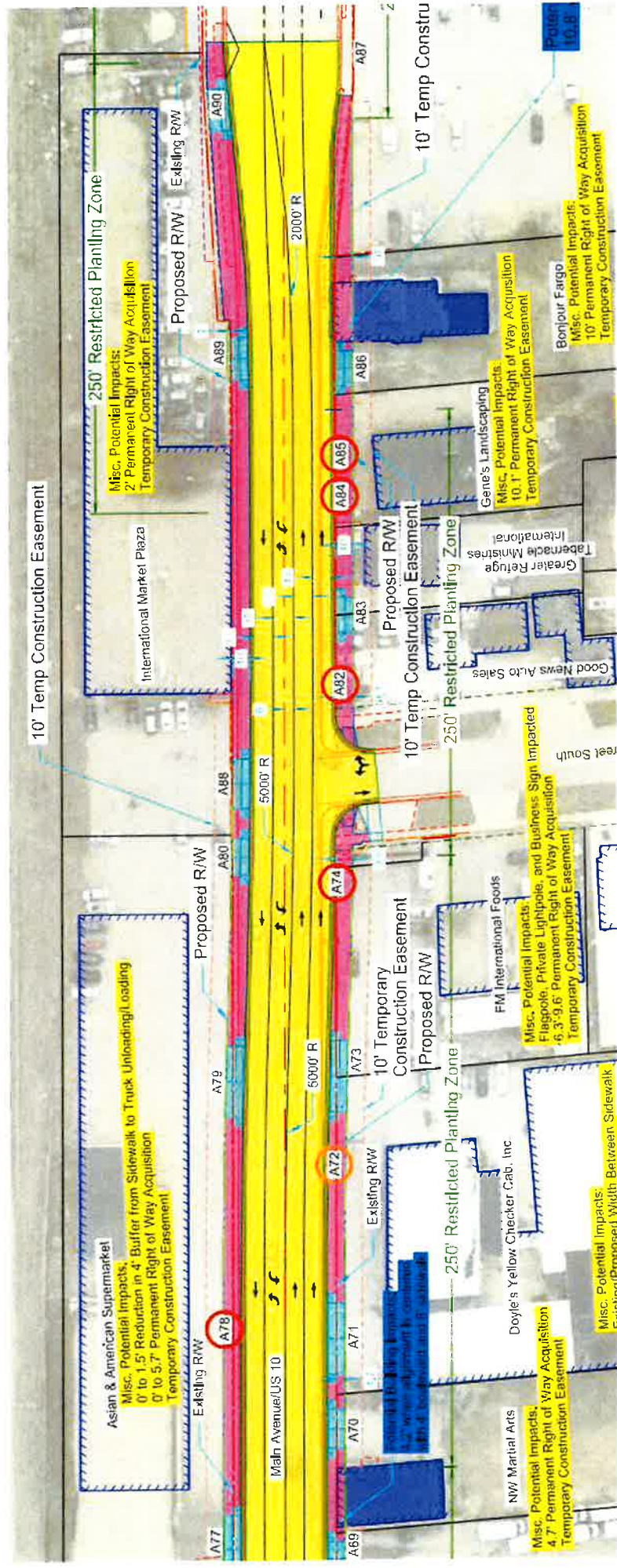
- Shifts roadway 6' to the south for 700 feet
- 2 EB lanes, 1 WB lane, center left turn lane
- Existing Right of Way: 60' (Typical)
- Proposed Right of Way: 70'



Impacts	Buildings	Parcels	Right of Way Needed
	6	23	22,330 SF

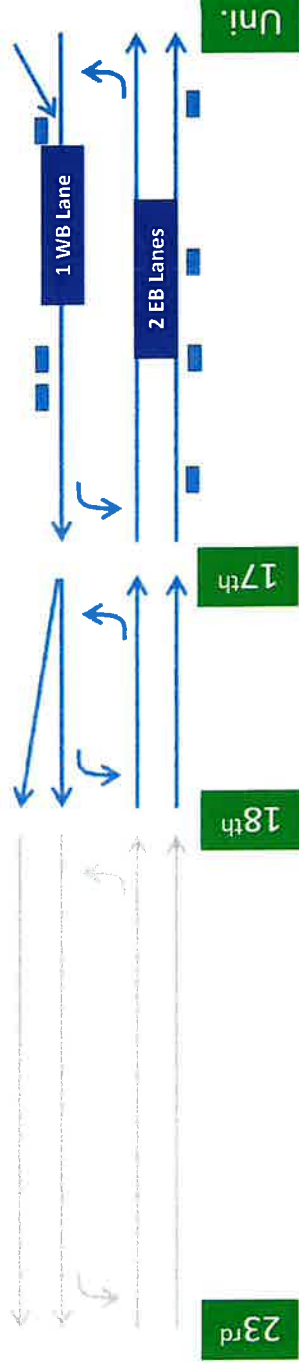
Corridor Alternatives

- Alt C1 + Option 4: 4-Lane with south alignment shift



Corridor Alternatives

- Alt C2: 4-Lane w/ modified design criteria (no building impacts)
 - 2 EB lanes, 1 WB lane, center left turn lane
 - Existing Right of Way: 60' (Typical)
 - Proposed Right of Way: 68' – Reduced at Building Faces



Impacts	Buildings	Parcels	Right of Way Needed
	0	22	17,923 SF

Alt C2 Modified Design Criteria

Criteria	Acceptable Standard
Lane Widths	11' width 10.5' width
Center Left-Turn	12' width 11' width
Sidewalk Adjacent to Buildings	<u>500' of the 8,000' is reduced width (only 6% of all sidewalk)</u> Lengths of reduction ranges from 30' – 140' along building face
Sidewalk	Minimum 6' width Minimum 5' width at buildings
Boulevards	Minimum 4' width Minimum 2' width at buildings Stamped, colored concrete

Corridor Alternatives

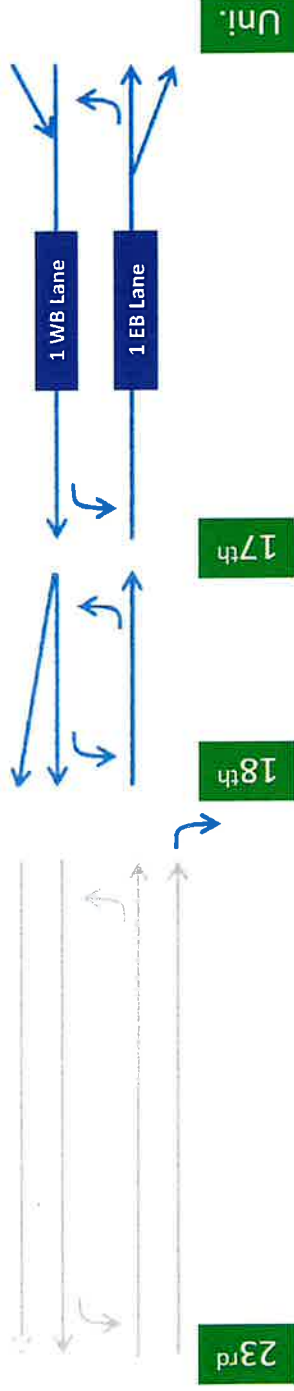
- Alt C2: 4-Lane w/ modified design criteria (no building impacts)



Corridor Alternatives

Alt D: 3-Lane

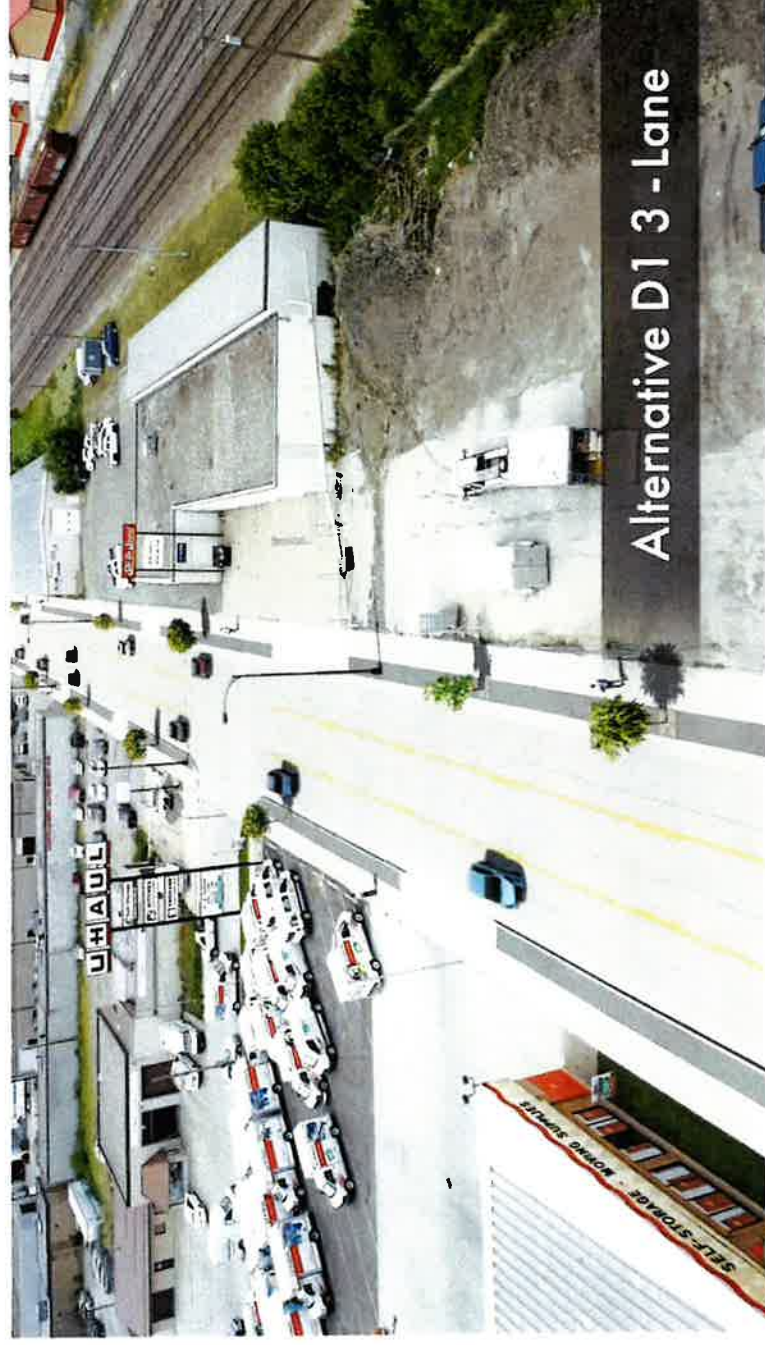
- 1 EB lane, 1 WB lane, center left turn lane
- EB outside lane drop at 18th Street intersection
- Existing Right of Way: 60' (Typical)



Impacts	Buildings	Parcels	Right of Way Needed
	0	1	312 SF

Corridor Alternatives

Alt D: 3-Lane



Sidewalk/Boulevards



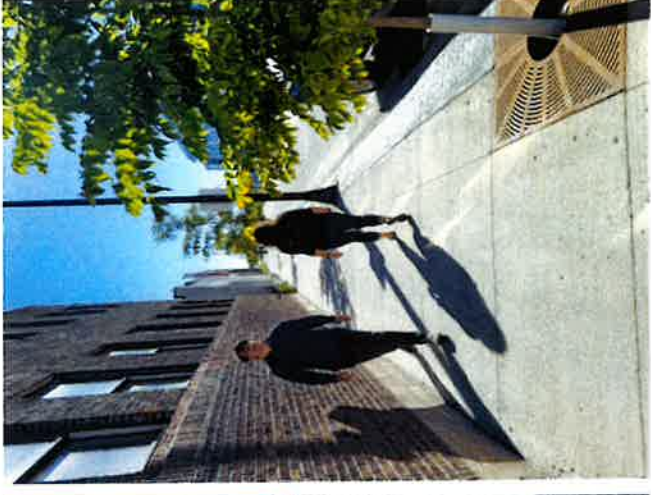
7.3' Spacing with 2' Blvd
and Adjacent Structure



8.5' Spacing with 4' Blvd
and Adjacent Structure



9' Spacing with 4' Blvd



10' Spacing with 2' Blvd
and Adjacent Structure

Alternative Comparison and Access Management

Property Impacts

Alternative	Building Impacts	No. of Relocations	ROW Parcels	ROW SQ FT	Properties with other impacts (signs, parking)
Alt C1 (4-Lane)	7	26	23	22,062 SF	21
Alt C1 + Option 4 (4-Lane with shift)	6	8	23	22,330 SF	21
Alt C2 (4-Lane w/ no bldg impacts)	0	0	22	17,923 SF	18
Alt D (3-Lane)	0	0	1	312 SF	5

Access Management

Total Driveways	Confirmed Closures	Potential Closures	Total Proposed Driveway Closures
80	24	7	31 (39% Reduction)

Estimated Costs and Funding

	Preliminary Construction & Engineering Costs	Preliminary Land Acquisition & Building Impact/Relocation Costs	Preliminary Total Anticipated Costs
Alternative C1: 4-Lane	\$32.7 M	\$10.7 - \$12.7 M	\$43.4 - \$45.4 M
Alternative C1 + Option 4: 4-Lane with south shift	\$32.7 M	\$5.5 - \$7.5 M	\$38.2 - \$40.2 M
Alternative C2: 4-Lane (no building impacts)	\$32.6 M	\$0.4 - \$1.2 M	\$33.0 - \$33.8 M
Alternative D: 3 Lane	\$32.2 M	\$0.1 - \$0.6 M	\$32.3 - \$32.8 M

Note: Costs shown are inflated to 2026 dollars.

Estimated Costs and Funding

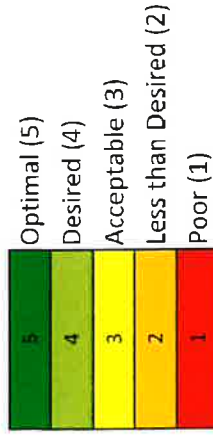
- Funding: Combination of Federal, State, and City funds
 - Federal Share = \$19.5 - \$29.2 M
 - State Share = \$2.2 - \$3.3 M
 - City Share = \$10.7 - \$11.9 M
 - ♦ Assessments
 - ♦ City Sales Tax Dollars
 - ♦ Utility Funds

Other Key Considerations

Alternative	Advantages	Disadvantages
Alternative C1: 4-Lane	<ul style="list-style-type: none"> • 2 EB lanes • Minimum 6' sidewalk and 4' blvd widths for entire corridor 	<ul style="list-style-type: none"> • 5 full building removals and 2 partial removals • 25 business and 1 residential relocations • Disproportionately high or adverse impacts to Environmental Justice population • Highest cost and highest property impacts
Alternative C1 + Option 4: 4-Lane with south shift	<ul style="list-style-type: none"> • 2 EB lanes • Minimum 6' sidewalk and 4' blvd widths for entire corridor 	<ul style="list-style-type: none"> • 4 full building removals and 2 partial removals • 7 business and 1 residential relocations • 6' of additional impact to five properties on south side, due to south alignment shift
Alternative C2: 4-Lane (no building impacts)	<ul style="list-style-type: none"> • 2 EB lanes • No building impacts or relocations 	<ul style="list-style-type: none"> • Sidewalk/blvd reduced to 5' and 2' up against building faces (affects approx. 6% of corridor)
Alternative D: 3-Lane	<ul style="list-style-type: none"> • Lowest cost and property impact • Fits almost entirely within existing ROW • No building impacts or relocations • Minimum 6' sidewalk and 4' blvd widths for entire corridor 	<ul style="list-style-type: none"> • Reduced capacity with 1 EB lane • Longer queues during peak hours • Increased potential for traffic diversion to other routes during peak hours

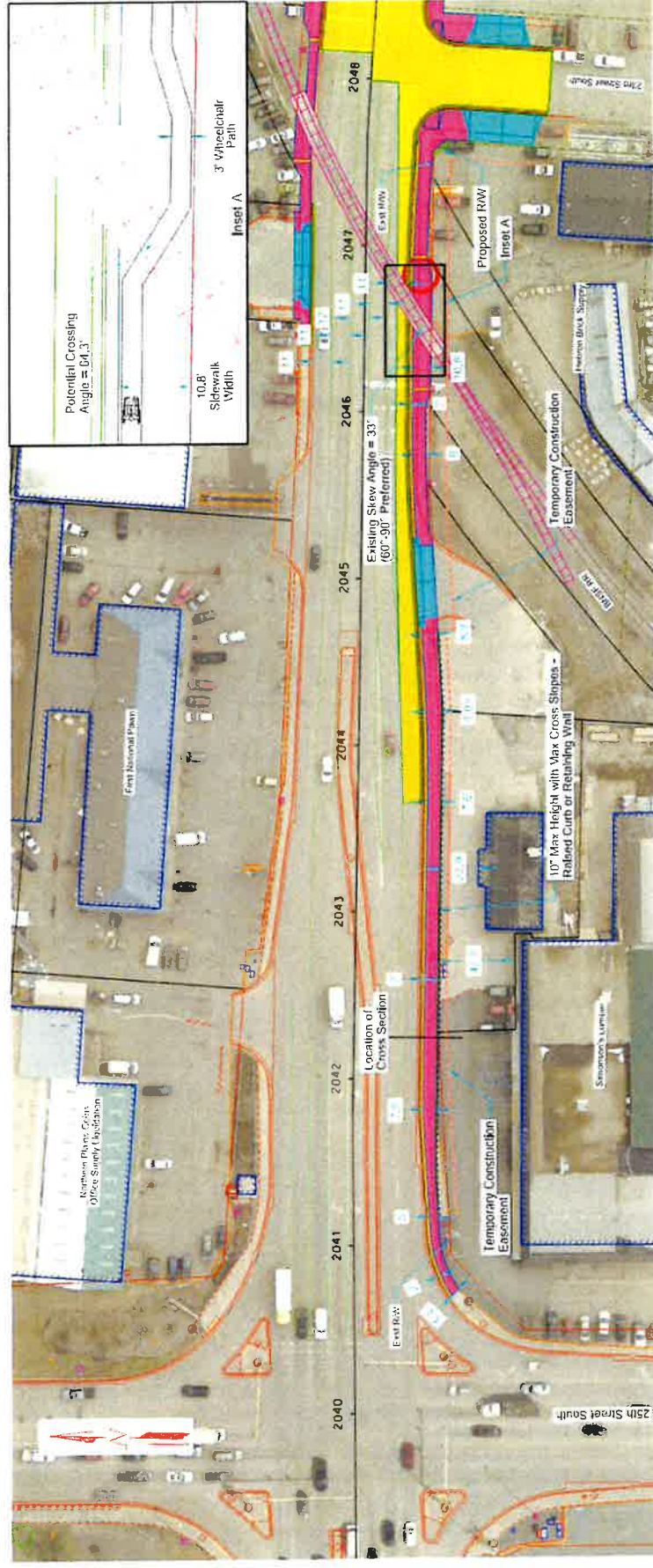
Alternative Evaluation Matrix

Main Avenue Evaluation Criteria (DRAFT)		Alternatives									
Evaluation Criteria	Weight for Scoring	Alt A		Alt C1		Alt C1 - Option 4		Alt C2		Alt D	
		No Build		5-Lane to 4-Lane		5-Lane to 4-Lane with Realignment		5-Lane to 4-Lane (no building impacts)		5-Lane to 3-Lane	
		Avg. Score	Weighted	Avg. Score	Weighted	Avg. Score	Weighted	Avg. Score	Weighted	Avg. Score	Weighted
Vehicular Safety	4.1	2.3	9.4	4.0	16.4	4.0	16.4	4.0	16.4	3.7	15.2
Pedestrian Environment	4.0	1.0	4.0	4.5	18.0	4.5	18.0	4.3	17.2	4.5	18.0
Vehicular Traffic	3.3	5.0	16.5	4.0	13.2	4.0	13.2	4.0	13.2	2.8	9.2
Environmental Impacts	2.9	2.0	5.8	2.9	8.4	3.3	9.6	3.9	11.3	4.0	11.6
Property Impacts	2.8	5.0	14.0	1.8	5.0	2.0	5.6	3.6	10.1	4.2	11.8
Project Cost and Schedule	2.3	3.7	8.5	2.2	5.1	2.6	6.0	3.2	7.4	3.8	8.7
TOTALS:			58.2		66.1		68.8		75.6		74.5



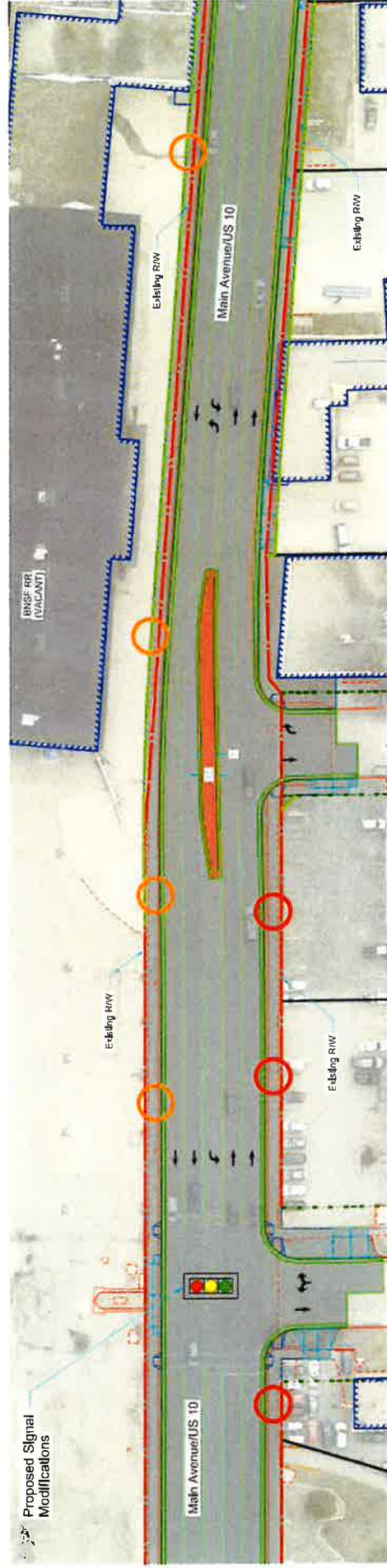
Corridor Options

Option 1: Widened Sidewalk from 23rd to 25th Street



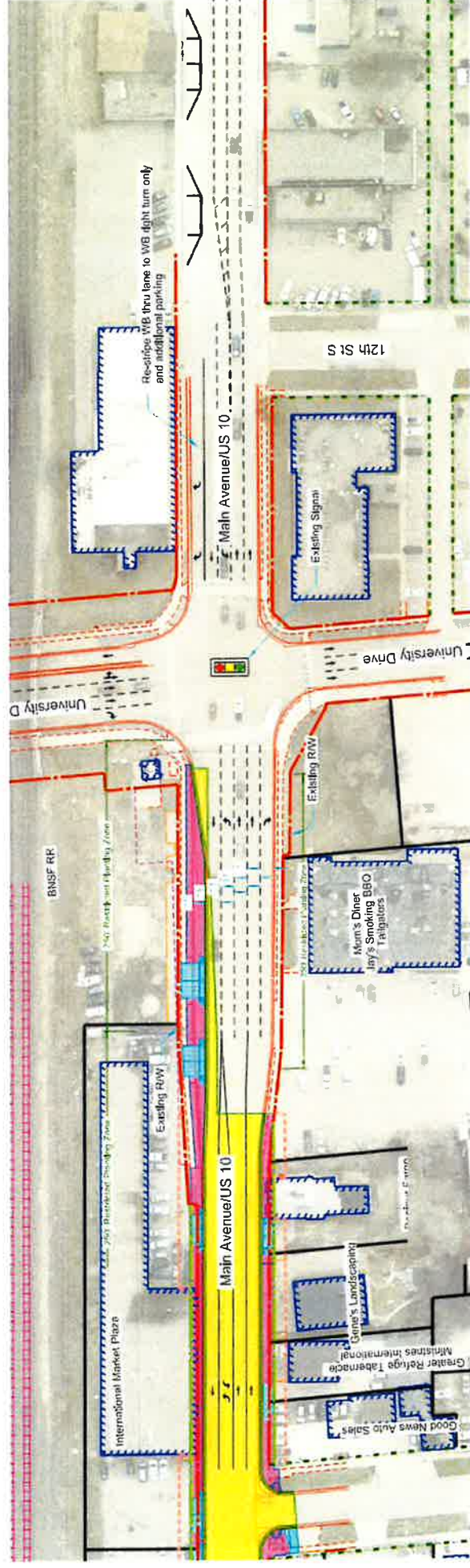
Corridor Options

Option 2: Raised Median at 17th Street



Corridor Options

Option 3: North Curb Reconstruction at University Drive



Public Involvement

Landowner/Business Meetings

- Spring 2022: Joint Workshops
- Summer 2022 & Spring 2023: 1-on-1 Meetings
- Have spoken with 35 Landowners/Businesses to date

2 meetings with Jefferson Area Neighborhood Association board

Public Meetings

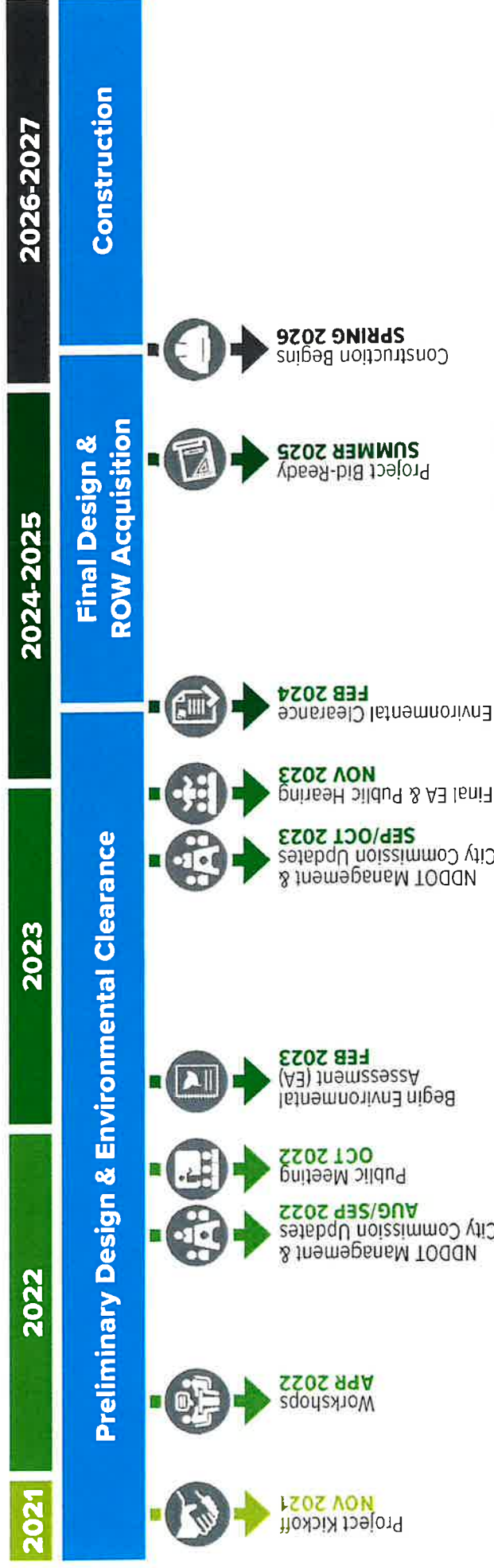
- Public Input Meeting – held in October 2022
- Public Hearing – planned for November 2023
- Additional 1-on-1 conversations with landowners/businesses

Construction

- Likely 2 construction seasons – still evaluating timeline
- Detour thru traffic, construct a few blocks at a time
- Maintain business access
 - Same as previous downtown Main Avenue reconstruction projects



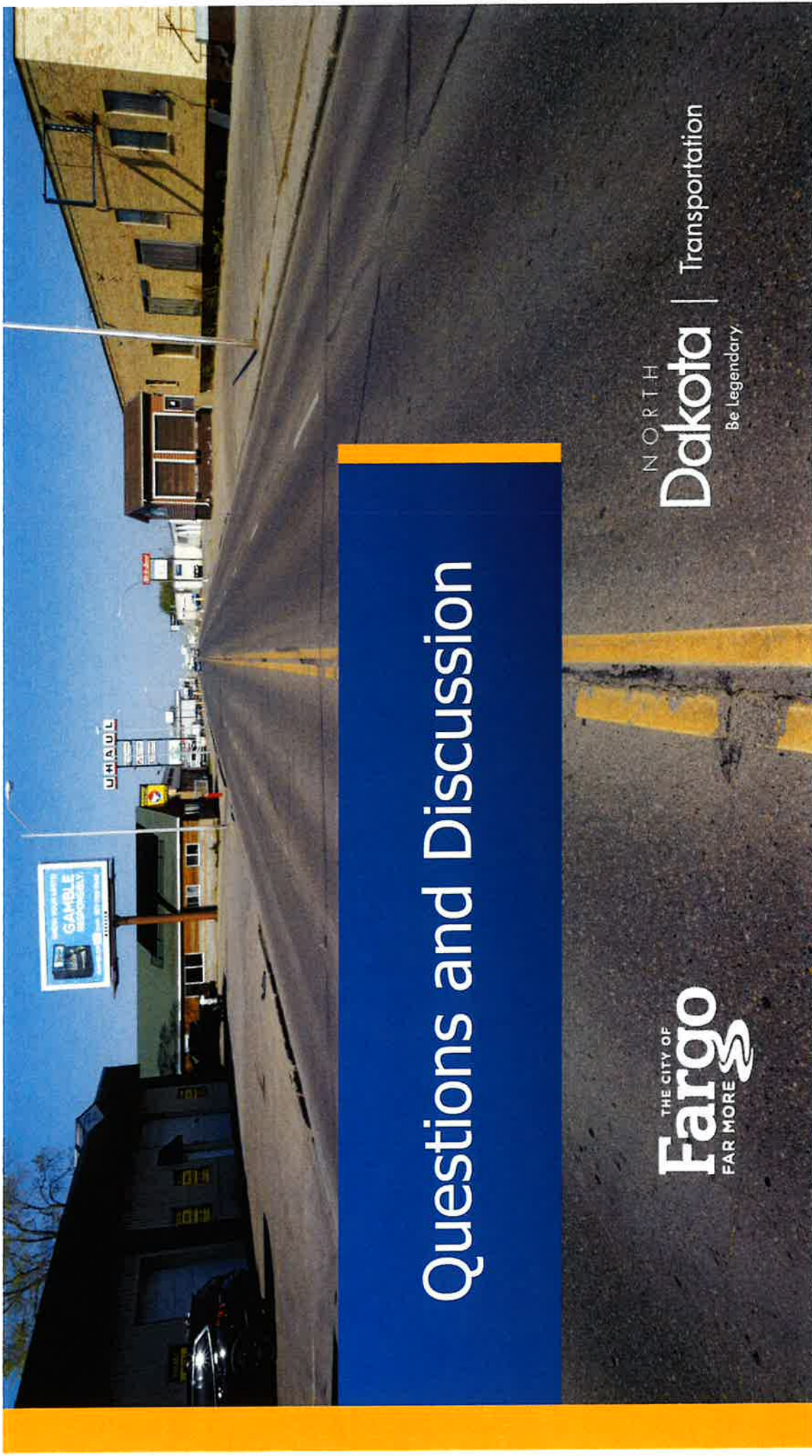
Next Steps



2024-2027 dates are tentative and subject to change

We Are Here

**PWPEC recommendation to Commission
for decision at October 2nd meeting**



Questions and Discussion

THE CITY OF
Fargo
FAR MORE

NORTH
Dakota
Be Legendary

| Transportation

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research



DATE: September 28, 2023

SUBJECT: Mercantile Parking Garage – Parking for Great Northern Condos

When the Mercantile Parking Garage was approved, the City Commission also approved an option for leasing space for garages to serve a planned condominium building that would connect to the parking garage. The agreement was approved subject to legal review.

It later became apparent that in order for the garages to meet the building code, there needed to be limits on what could be stored in the garage, and language in the lease needed to change. The number and approximate location of the garages did not change. Vehicle storage is to be the use of the garage.

Attached for your consideration is an agreement that will provide an easement for emergency egress needed for the condominiums to be eligible for a Certificate of Occupancy, and an updated option to lease space for parking garages.

Recommended Motion

Approve an agreement with T&K Property Management for an emergency egress easement and grant an option for a parking lease agreement, as presented.

**AGREEMENT TO GRANT EMERGENCY EGRESS EASEMENT
AND TO GRANT OPTION
FOR PARKING LEASE**

This Agreement ("Agreement") is made as of the _____ day of _____, 2023, by and between the **CITY OF FARGO**, a North Dakota municipal corporation ("CITY") and **T&K PROPERTY MANAGEMENT LLC**, a North Dakota Limited Liability Company ("T&K PROPERTY MANAGEMENT").

RECITALS:

WHEREAS, T&K PROPERTY MANAGEMENT is the owner of certain real property situate in the COUNTY OF CASS and STATE OF NORTH DAKOTA, described as follows:

THAT PART OF LOT 5, THAT PART OF THE VACATED ALLEY IN BLOCK 21, AND THAT PART OF THE VACATED PORTION OF 5TH STREET NORTH ADJACENT TO THE EAST LINE OF SAID BLOCK 21, ALL IN KEENEY AND DEVITT'S SECOND ADDITION, AND THAT PART OF LOT B, BLOCK 1, GREAT NORTHERN DEPOT ADDITION, ALL IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 21; THENCE NORTH 02°50'50" WEST (ASSUMED BEARING), ALONG THE WEST LINE OF SAID BLOCK 21, FOR A DISTANCE OF 199.96 FEET TO THE NORTHWEST CORNER OF LOT 10, SAID BLOCK 21; THENCE NORTH 87°04'26" EAST, ALONG THE NORTH LINE AND THE NORTH LINE AS EXTENDED EAST OF SAID LOT 10, FOR A DISTANCE OF 182.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°04'26" EAST, ALONG THE NORTH LINE AS EXTENDED EAST OF SAID LOT 10, FOR A DISTANCE OF 201.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF GREAT NORTHERN DEPOT ADDITION AND THE EASTERLY LINE OF VACATED 5TH STREET NORTH AS DEPICTED ON DOCUMENT NO 1577224, ON FILE AND OF RECORD AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 12°48'06" WEST, ALONG THE EASTERLY LINE OF SAID VACATED 5TH STREET NORTH, FOR A DISTANCE OF 43.81 FEET; THENCE SOUTH 87°06'54" WEST FOR A DISTANCE OF 189.72 FEET; THENCE NORTH 02°53'06" WEST FOR A DISTANCE OF 42.03 FEET TO THE TRUE POINT OF BEGINNING.

[the "T&K PROPERTY"]; and,

WHEREAS, the CITY entered into a development agreement with a developer for the construction of a project known as the “Mercantile Project” consisting of a CITY-owned parking garage [the “CITY PARKING GARAGE”] with a multi-use building integrated into the same project, said multi-use building including office and retail uses as well as residential uses with the construction of the CITY PARKING GARAGE being completed in the fall of the year 2020, said project having been constructed upon that certain real property situate in the County of Cass and state of North Dakota more fully described as set forth in the attached **Exhibit “A”**; and

WHEREAS, pursuant to the terms of the development agreement for the Mercantile Project, a condominium was established by which the CITY PARKING GARAGE became Unit Two of the condominium, as set forth in the Declaration Establishing a Plan of Condominium Ownership for the “Mercantile Condominium” dated February 17, 2023, and recorded March 3, 2023, at the Office of the Recorder, Cass County, North Dakota, as Document Number 1685230 [the “Declaration”]; and

WHEREAS, T&K PROPERTY MANAGEMENT has constructed a multi-unit residential dwelling structure upon the T&K PROPERTY which dwelling structure is intended to be condominiumized for sale of individual residential units to third parties (referred to herein as the “T&K Project”); and

WHEREAS, T&K PROPERTY MANAGEMENT has requested that an easement be granted for the benefit of the T&K PROPERTY for purposes of emergency egress onto the CITY PARKING GARAGE and the CITY is willing to grant such an easement; and

WHEREAS, T&K PROPERTY MANAGEMENT wishes to enter into an agreement with the CITY that would permit T&K PROPERTY MANAGEMENT to construct certain residential garage structures (each referred to as a “Enclosed Garage” and cumulatively as the “Enclosed Garages”) and a storage area(the “ Tenant’s Level Four Storage Area”) within and upon various floors of the City-owned parking garage and would provide for rental by T&K PROPERTY MANAGEMENT of the parking spaces within the CITY PARKING GARAGE, and other floor space, necessary to accommodate said residential structures and the CITY is willing to enter into such agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter said forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, **IT IS HEREBY AGREED**:

ARTICLE I—GRANT OF EASEMENT FOR INGRESS-EGRESS.

Subject to the conditions set forth below in this ARTICLE I, the CITY will grant an easement to T&K PROPERTY MANAGEMENT for the benefit of the T&K Property for purposes of allowing emergency egress from the T&K PROPERTY onto the CITY PARKING GARAGE property, said easement to be in a form substantially similar to Exhibit “B” hereto (the “Easement for Emergency Egress”) and T&K PROPERTY MANAGEMENT will execute the First Amendment to Easement and Restrictions Agreement, attached as Exhibit “C”, hereto, and T&K PROPERTY MANAGEMENT will execute the Building Encroachment Easement Agreement, Exhibit “D” and, further, T&K PROPERTY MANAGEMENT will arrange for the execution of the Easement for Emergency Egress by the Mercantile Condominium Association providing consent to said easement, which association is established via the bylaws of the Mercantile Condominium as set forth in the Declaration. T&K PROPERTY MANAGEMENT will also arrange for the execution by the mortgagee of T&K PROPERTY MANAGEMENT to said instruments. The CITY’s obligation to grant said easement, by execution and delivery thereof, are subject to, and contingent upon, the following:

- A. The execution of the First Amendment to Easement and Restrictions Agreement, attached as Exhibit “C”, hereto, by T&K PROPERTY MANAGEMENT and of a consent by the mortgagee of T&K PROPERTY MANAGEMENT; and,
- B. The execution of the Building Encroachment Easement Agreement, Exhibit “D”, hereto, by T&K PROPERTY MANAGEMENT and by the mortgagee of T&K PROPERTY MANAGEMENT; and,
- C. T&K PROPERTY MANAGEMENT having secured the signature and execution of the consent to the Easement for Emergency Egress by the Mercantile Condominium Association;
- D. The City being satisfied, in its reasonable discretion, that there is no pending or threatened litigation, injunction or other order that prohibits consummation of the terms of this Article I;

said contingencies are for the benefit of the CITY and may be waived by the CITY in the sole discretion of the CITY. Upon said contingencies being satisfied, the CITY agrees to also execute the Amendment of the ERA and the Building Encroachment Easement Agreement as well as the Easement for Emergency Egress, itself, and deliver said instruments to T&K PROPERTY MANAGEMENT. Said instruments described in this Article I are to be recorded at the Office of the Recorder for Cass County, North Dakota. The City shall be authorized to record said instruments. The CITY and T&K PROPERTY

MANAGEMENT shall share equally in the cost of recording of said instruments. The parties shall, by agreement, determine a time and place for a closing to occur for exchange or delivery of said instruments, as the case may be, and to arrange for the recording thereof. In the event said contingencies have not been satisfied by the date one (1) year following the Effective Date, the CITY's obligations under this ARTICLE I shall expire, terminate and be of no further force or effect.

ARTICLE II—GRANT OF OPTION FOR PARKING LEASE AND EASEMENT.

1. **GRANT OF OPTION:** In consideration of the sum of One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged the City does hereby grant to T&K PROPERTY MANAGEMENT an option to enter into a written lease agreement for a certain number of specified parking spaces and other available space within the CITY PARKING GARAGE, the terms of which are described in paragraph 3, below and a related Easement for Access to Parking Garage Enclosures as set forth below.

The option may be exercised by T&K PROPERTY MANAGEMENT in the manner of, and as stated in, paragraph 3, below, at any time between the following dates:

1.1. The Effective Date; and,

1.2. The date one (1) year following the Effective Date; and,

if the T&K OPTION is not exercised within said time period, it shall lapse and thereafter be of no further force or effect. The above-described option period shall be construed to include the two said dates that define the time period.

The number of parking spaces and the additional floor space for which this option may be exercised shall be as follows:

Parking Lower Level – 6 parking spaces

Parking Level 1 – 5 parking spaces

Parking Level 2 – 3 parking spaces

Parking Level 3 -- 280 square feet, approximately, for Tenant's Level Four Storage Area.

It is understood that the Tenant's Level Four Storage Area services the "Fourth Level" of the T&K Project, which corresponds to the level of the Third Parking Level (a/k/a Parking Level 3) of the CITY PARKING GARAGE.

2. **CONSIDERATION:** The consideration for this option shall be the mutual promise contained herein, including the obligations borne by the parties should the option be exercised, the sufficiency and adequacy of such consideration is agreed.

3. EXERCISE OF OPTION:

- 3.1. The form of Parking Lease Agreement, attached hereto as Exhibit "E" shall constitute the terms of an offer by the CITY, the terms of which may be accepted by the timely exercise of the option, as follows.
- 3.2. The option may be exercised by delivering to the CITY a NOTICE, delivered to CITY by certified mail, return receipt requested.
- 3.3. The NOTICE shall constitute the acceptance by T&K PROPERTY MANAGEMENT of the CITY's offer.
- 3.4. The NOTICE shall contain certain essential terms to complete the Parking Lease Agreement, Exhibit "E", as follows:
 - 3.4.1. 3.4.1. The proposed final copy of the floor plan outlining Tenant's Parking Spaces must be attached to the NOTICE, which floor plan must be substantially in conformance with that which attached to the form of Parking Lease Agreement (Exhibit "E", hereto), all as provided in Section 1.1 of the Parking Lease Agreement.
 - 3.4.2. The proposed fit-up, to be appended to the Parking Lease Agreement as Exhibit "E", thereto, must be attached to the NOTICE. Said proposed fit-up shall be subject to review by the CITY and to CITY approval, in its reasonable discretion. The parties recognize and acknowledge that the City intends to use the services of a parking garage consultant to assist the CITY in the CITY's review of the proposed fit-up. The approval by the CITY of the proposed fit-up does not constitute a representation or warranty by the City that the proposed fit-up complies with any applicable building code, health or safety regulation, zoning regulation, or other law or regulation, or that either the resulting garage or storage enclosures as fit-up will meet the qualifications for issuance of a certificate of occupancy, or that such enclosures will meet the requirements of users thereof.
 - 3.4.3. The proposed Fit-up for Enclosed Garages must provide spacing from the opposite wall of no less than 40 feet (allowing 18 feet for parking space opposite from the Enclosed Garage and an additional 22 feet for the drive aisle). No portion of any Enclosed Garage may encroach upon such minimum spacing.
 - 3.4.4. Restrictions on Use. As is provided in the form of Parking Lease Agreement attached hereto as Exhibit "E" and in addition to any other provisions contained therein, lease of the parking spaces to be enclosed and the Tenant's Level Four Storage Area to be enclosed shall be subject to the use requirements and restrictions as set forth in the said form of Parking Lease Agreement.

3.4.5. **Electrical Service in Proposed Fit-up.** To the extent that T&K PROPERTY MANAGEMENT intends for the proposed fit-up to include electrical service for the Parking Garage Enclosures, the Tenant's Level Four Storage Area, said proposed fit-up plans must include the necessary plans to accomplish the same. Further, the proposed fit-up plans must be sufficient to reflect that electrical code standards will be met. Tenant will be responsible for obtaining any easements or other consent from third parties as may be necessary in order to secure such electrical service, such third parties to include the Mercantile Condominium Association and/or the owner of Unit One of the Mercantile Condominium as may be necessary or appropriate. The parties recognize that the installation of electrical service may require occupancy or encroachment upon, or may affect, the Common Area or Limited Common Area of the Mercantile Condominium. The CITY will cooperate with T&K PROPERTY MANAGEMENT with respect to the efforts of T&K PROPERTY MANAGEMENT seeking such easements or other consent, once the CITY has given its consent to the proposed fit-up plan or plans.

4. **EXAMINATION OF ABSTRACT:** CITY shall provide T&K PROPERTY MANAGEMENT an abstract of title or a title insurance commitment to the CITY PARKING GARAGE (or relevant condominium unit). T&K PROPERTY MANAGEMENT shall have the abstract of title examined prior to closing as provided herein, and complete said examination 14 days prior to such closing date but no later than 45 days after the NOTICE. If title to the property is unmarketable, CITY shall have a period of 180 days in which to correct the title and make it marketable.
5. **CLOSING - CONTINGENCIES:** Upon the exercise of this option by T&K PROPERTY MANAGEMENT, the closing shall occur within 90 days of the NOTICE unless such time shall be extended by the mutual consent of the parties or to allow title defects to be cured as provided in the preceding paragraph. At the closing, CITY and T&K PROPERTY MANAGEMENT shall enter into the Parking Lease Agreement, marked up appropriately to conform to the terms expressed in the NOTICE and the CITY shall grant an easement for the benefit of the T&K Property in a form substantially in conformance with the Easement for Access to Parking Garage Enclosures, Exhibit "F". The CITY's obligations under this Article II are subject to, and contingent upon, the City being satisfied, in its reasonable discretion, that there is no pending or threatened litigation, injunction or other order that prohibits consummation of the terms of this Article II. Said contingency is for the benefit of the CITY and may be waived by the CITY in the sole discretion of the CITY. Upon said contingency being satisfied, the CITY agrees to also execute the Parking Lease Agreement, as described and deliver said instrument to T&K PROPERTY MANAGEMENT. Said instrument described in this Article II, or a Memorandum of Parking Lease to be prepared by the parties, is to be recorded at the Office of the Recorder for Cass County, North Dakota. The CITY shall be authorized to record said instrument. The CITY and T&K PROPERTY MANAGEMENT shall share equally in the cost of recording of said instrument. The parties shall, by agreement, determine a time and place for a

closing to occur for exchange or delivery of said instruments, as the case may be, and to arrange for the recording thereof. In the event said contingencies have not been satisfied by the date one (1) year following the later of the date that Notice, as provided in paragraph 3 of this Article II, has been delivered or the date that the City has corrected title and rendered it marketable as described in paragraph 4 of this Article II, at which time the CITY's obligations under this ARTICLE II and under this Agreement shall expire, terminate and be of no further force or effect.

6. **CLOSING COSTS:** It is specifically acknowledged and agreed that T&K PROPERTY MANAGEMENT shall pay the following costs connected with the closing of this transaction should the Option be exercised:
 - a. The abstract continuation cost for the initial title examination and any costs for the review of said abstract by its attorney; and,
 - b. The costs for the closing agent.
7. **TIME OF THE ESSENCE:** T&K PROPERTY MANAGEMENT acknowledges and agrees that time shall be strictly of the essence in the performance of T&K PROPERTY MANAGEMENT'S obligations under this agreement. The failure of T&K PROPERTY MANAGEMENT to exercise its rights in the time and manner specified by this agreement shall release CITY from any further obligation under this agreement.
8. **BINDING EFFECT:** This agreement shall inure to and be binding upon the parties hereto, their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. **AMENDMENT:** This Agreement may be amended from time to time by the parties only by written agreement signed by T&K PROPERTY MANAGEMENT and City.
10. **NOTICES:** All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by certified mail, postage prepaid, return-receipt requested, addressed as follows:

(A) if to T&K PROPERTY MANAGEMENT:

T&K PROPERTY MANAGEMENT LLC
ATTN: Thomas Smith
425 Broadway
Fargo, ND 58102

(B) if to City:

City of Fargo
ATTN: Steven Sprague, City Auditor
225 4th Street North
Fargo, N D 58102

AND

City of Fargo
ATTN: James Gilmour, Director of Strategic Planning
225 4th Street North
Fargo, ND 58102

11. **Additional Covenants.** CITY covenants to maintain the CITY PARKING GARAGE in such a manner that the CITY PARKING GARAGE is suitable for its current use and to be responsible for all costs related thereto, including costs of insurance and taxes. Without limiting the foregoing, the City shall, at its expense, maintain the CITY PARKING GARAGE, and all improvements thereon other than to the DEMISED PREMISES, as set forth herein, in clean, neat and good working order, condition and repair, reasonable wear and tear excepted. City shall also be responsible for, at its cost and expense, arranging janitorial and snow removal services for the CITY PARKING GARAGE.
12. **Severability of Provisions.** If anyone or more of the covenants, agreements, provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of T&K PROPERTY MANAGEMENT and City, and their respective successors in interest. The Agreement contained herein and other provisions of this Agreement shall run with the land benefitted and burdened thereby. T&K PROPERTY MANAGEMENT and City may assign their respective rights and obligations under this Agreement, but only in connection with a transfer of ownership to such assignee of the T&K PROPERTY or the CITY PARKING GARAGE, respectively. Any obligations arising under this Agreement following any such assignment shall be the sole responsibility of the assignee, and the assignor shall have no obligations under this Agreement for matters arising after any such assignment.

14. **Mutual Release of Claims.** The City and T&K Property Management, for themselves, their owners, representatives, agents, officials, employees, successors, attorneys in fact, attorneys, and assigns, hereby release and forever discharge each other from and against any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based in tort, contract, or other theory of recovery, which they had or now have on account of claims which in any way relate to the T&K Project which is the subject of this Agreement and the Exhibits including but not limited to any alleged actions or omissions taken by the City. This Mutual Release in no way affects the City's ability in the future to inspect the T&K Project and does not waive any future claim regarding failure to comply with any city building code, Fargo Municipal Code, or like-kind regulations.
15. **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between City and T&K PROPERTY MANAGEMENT concerning the CITY PARKING GARAGE project, the T&K Project described herein, and matters related thereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth.
16. **Effective Date.** This Agreement shall be deemed effective on the date last signed by the CITY and T&K PROPERTY MANAGEMENT [the "Effective Date"].

[Execution pages to follow]

IN WITNESS WHEREOF, T&K PROPERTY MANAGEMENT and CITY have executed this Agreement, effective as of the date and year first above written.

Date: _____

T&K PROPERTY MANAGEMENT LLC,
a North Dakota limited liability company

By: _____

Its: _____

Date: _____

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

Exhibit "A" to Agreement

Legal Description for Mercantile Project

Unit Two (2) of Mercantile Condominium, a condominium created under a Declaration Establishing a Plan of Condominium Ownership dated effective February 17, 2023 and recorded in the office of the Recorder for Cass County, North Dakota on May 3, 2023, as Doc. No. 1685230.

(the "Declaration")

Legal description obtained from previously recorded instrument.

Exhibit "B" to Agreement

EASEMENT FOR EMERGENCY EGRESS

(attached)

EXHIBIT "B" TO AGREEMENT

EASEMENT FOR EMERGENCY EGRESS

THIS AGREEMENT (the "Agreement") is entered into and effective as of the ____ day of _____, 20____ (the "Effective Date"), by and between City of Fargo, a North Dakota municipal corporation ("City"), whose address is 225 North 4th Street, Fargo, ND 58102, and T&K Property Management LLC, a North Dakota limited liability company ("T&K Property Management"), whose address is 425 Broadway, Fargo, ND 58102.

RECITALS

A. City owns Unit Two (2), Mercantile Condominium, a condominium created under a Declaration Establishing a Plan of Condominium Ownership (the "Declaration") dated effective February 17, 2023 and recorded in the office of the Recorder for Cass County, North Dakota on Mary 3, 2023, as Doc. No. 1685230, and the legal description for said Unit Two, is as follows:

Unit Two (2) of Mercantile Condominium, a condominium created under a Declaration Establishing a Plan of Condominium Ownership dated effective February 17, 2023 and recorded in the office of the Recorder for Cass County, North Dakota on Mary 3, 2023, as Doc. No. 1685230;

(the "Garage Unit").

B. T&K Property Management owns certain real estate lying contiguous to and North of the Garage Unit, and more particularly described in attached Exhibit A (the "T&K Property").

C. In order to provide the occupants of the improvements constructed upon the T&K Property with a means of egress from said property onto the Garage Unit in the event of a fire or other emergency, T&K Property Management has requested an easement onto the Garage Unit for the benefit of the T&K Property for such purposes and the City is willing to grant an easement for such purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, 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 to the following:

A. **Grant of Easement.** City hereby grants to T&K Property Management, for the benefit of the T&K Property, an exclusive, appurtenant and perpetual easement over, upon and across certain parts of the Garage Unit for the purpose of allowing the occupants of the T&K Property, including the improvements constructed thereon, to enter upon the Garage Unit in the event of an emergency such as a fire, explosion, tornado, or other unexpected occurrence that places the personal safety of said occupants to be in danger and to utilize two (2) openings in the north wall of the Garage Unit and in the south wall of the multi-unit structure on the T&K Property to exit the T&K Property, to descend from the threshold of said openings down a pedestrian ramp to the corresponding level of the Garage Unit, and then to use the publicly available spaces of the Garage Unit to seek safety [the "Easement Area"]. The said two openings in the north wall are (a) the opening onto the Lower Level of the Garage Unit as said level is depicted on the Declaration, at Exhibit A, Sheet 1 of 10, thereof that serves and opens to the center staircase, located a distance of ____ feet, more or less, along the north wall of the Garage Unit from the easternmost edge of said north wall and that is the westernmost opening of four openings in the north wall, at the said Lower Level; and (b) the westernmost opening of two openings in the north wall of the Third Level of the Garage Unit as said level is depicted on the Declaration, at Exhibit A, Sheet 1 of 10, thereof. This easement also shall encompass an area sufficient to accommodate a handicap-accessible ramp at a slope suitable for such purpose.

B. **Installation and Maintenance of Access Doors and Pedestrian Access Ramps.** T&K Property Management shall be responsible for and shall bear all costs to install a commercially reasonable access door in each of the two said openings in the said north wall described herein (the "Access Door" and cumulatively, the "Access Doors") and the accessible pedestrian ramp for each Access Door, as described, and to operate, repair, maintain and replace the Access doors and the ramps, or any portions thereof. Upon reasonable advance notice to T&K Property Management, City shall be entitled to inspect the Access Doors and the accessible pedestrian ramps and undertake work in and around the area of same necessary for maintenance or repairs to the Garage Unit. T&K Property Management is authorized to include appropriate mechanism, such as an emergency fire-bar on each Access Door, to permit emergency egress from the T&K Property as the same may be required by the appropriate building or fire code.

C. **Relocation.** If the Garage Unit, or parts thereof burdened by any of the easement granted in this instrument are damaged, destroyed or redeveloped, the owner thereof shall have the right to modify the location of the easement granted herein and record an instrument reflecting new locations for same; provided, however, the functionality of the

new locations for the benefit of the T&K Property shall be substantially the same as existed prior thereto.

D. Non-Disturbance. The owner of the T&K Property shall exercise its rights as to this easement in such a manner that causes the least interference and disturbance to the owner and occupants of the Garage Unit as is commercially reasonable under the circumstances.

E. Alterations/Improvements. Any alterations or improvements (as contrasted with repair and maintenance, which shall not require the prior approval of the owner of the Garage Unit) to the openings or the Access Doors desired by T&K Property Management must be approved in writing by the Owner of the Garage Unit and shall be subject to the reasonable discretion and approval of the Owner of the Garage Unit. T&K Property Management shall pay the entire cost of any and all authorized alterations or improvements. T&K Property Management shall not permit or suffer any construction liens against the Garage Unit, and if any arise, T&K Property Management shall undertake such actions as are necessary to cause the same to be fully discharged within 15 days after notice by the Owner of the Garage Unit.

F. Insurance. With respect to the Easement Area, T&K Property Management 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 the Owner of the Garage Unit with the following coverages: (1) public liability and property damage insurance and automobile liability insurance with respect to the Easement Areas and the business of T&K Property Management, 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 T&K Property Management's operation is such as to place any or all of its employees under the coverage of Workers' Compensation or similar statutes, T&K Property Management 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 T&K Property Management's use of the Easement Area and reasonably requested by the Owner of the Garage Unit; and (4) insurance for fire and extended coverage, insuring for the full replacement cost, the Access Doors. Such policies, where applicable and to the maximum extent possible, shall name the Owner of the Garage Unit as an additional insured. Upon such Owner's written request, T&K Property Management shall furnish certificates evidencing any such insurance required of T&K Property Management is in effect and, if available, stating that such Owner shall be notified in writing 10 days prior to cancellation, material change or nonrenewal of insurance. T&K Property Management shall carry additional coverages and/or increased coverage limits, in amounts as the Owner of the Garage Unit may reasonably request from time to time.

G. Governmental Regulations. T&K Property Management shall, at T&K Property Management's 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 over the project and related to exercising its rights under this Agreement.

H. Indemnification. T&K Property Management shall indemnify, defend, and hold harmless the Owner of the Garage Unit and its officers, agents, representatives, employees, contractors, guests and the like (collectively, the "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 as to the easement. Without limiting the foregoing, T&K Property Management shall indemnify, defend, and hold harmless the 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 easement. The City will indemnify T&K Property Management from loss, cost or expense including reasonable attorneys' fees incurred by reason of the negligent or willful acts or omissions of those for whom in the circumstances the City is responsible in law. These indemnities are limited to the indemnitor's equitable share of the losses, costs or expenses based on the relative culpability of each person whose negligent or willful acts or omissions contributed to the loss.

I. Scope/Binding Effect. The rights and obligations herein provided shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, heirs, and legal representatives, and shall run with, benefit and burden the Garage Unit and the T&K Property.

J. 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.

K. Recording. This Agreement shall be recorded against the Garage Unit and the T&K Property in the office of the County Recorder for Cass County, North Dakota.

L. 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.

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

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

CITY OF FARGO,
a North Dakota municipal corporation

By: Timothy J. Mahoney, M.D.

Its: Mayor

ATTEST:

Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

Notary Public

Cass County, ND

(SEAL)

T&K Property Management LLC

By: _____
Thomas Smith, President

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by THOMAS SMITH, the President of T&K Property Management LLC, a North Dakota limited
liability company, on behalf of the limited liability company.

Notary Public
State of North Dakota

CONSENT

If and to the extent necessary pursuant to the Declaration, the undersigned hereby consents to this Agreement.

**MERCANTILE CONDOMINIUM ASSOCIATION, an
unincorporated association**

By: _____

Its: _____

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

The foregoing instrument was acknowledged before me this __ day of _____,
20__, by _____, the _____ of Mercantile Condominium Association, an
unincorporated association, on behalf of the association.

Notary Public

Cass County, ND

(SEAL)

EXHIBIT A to EASEMENT
Description of T&K Property

That certain real property situate in the COUNTY OF CASS and STATE OF NORTH DAKOTA, described as follows:

THAT PART OF LOT 5, THAT PART OF THE VACATED ALLEY IN BLOCK 21, AND THAT PART OF THE VACATED PORTION OF 5TH STREET NORTH ADJACENT TO THE EAST LINE OF SAID BLOCK 21, ALL IN KEENEY AND DEVITT'S SECOND ADDITION, AND THAT PART OF LOT B, BLOCK 1, GREAT NORTHERN DEPOT ADDITION, ALL IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 21; THENCE NORTH 02°50'50" WEST (ASSUMED BEARING), ALONG THE WEST LINE OF SAID BLOCK 21, FOR A DISTANCE OF 199.96 FEET TO THE NORTHWEST CORNER OF LOT 10, SAID BLOCK 21; THENCE NORTH 87°04'26" EAST, ALONG THE NORTH LINE AND THE NORTH LINE AS EXTENDED EAST OF SAID LOT 10, FOR A DISTANCE OF 182.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°04'26" EAST, ALONG THE NORTH LINE AS EXTENDED EAST OF SAID LOT 10, FOR A DISTANCE OF 201.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF GREAT NORTHERN DEPOT ADDITION AND THE EASTERLY LINE OF VACATED 5TH STREET NORTH AS DEPICTED ON DOCUMENT NO 1577224, ON FILE AND OF RECORD AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 12°48'06" WEST, ALONG THE EASTERLY LINE OF SAID VACATED 5TH STREET NORTH, FOR A DISTANCE OF 43.81 FEET; THENCE SOUTH 87°06'54" WEST FOR A DISTANCE OF 189.72 FEET; THENCE NORTH 02°53'06" WEST FOR A DISTANCE OF 42.03 FEET TO THE TRUE POINT OF BEGINNING.

Legal description obtained from previously recorded instrument.

Exhibit "C" to Agreement

FIRST AMENDMENT TO EASEMENT AND RESTRICTIONS AGREEMENT

(attached)

**FIRST AMENDMENT TO
EASEMENT AND RESTRICTIONS AGREEMENT**

THIS FIRST AMENDMENT TO EASEMENT AND RESTRICTIONS AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2023 (the “**Effective Date**”), by and among Great Plains Mercantile Holdings, LLC, a North Dakota limited liability company (“**GPMH**”), whose address is Attn: Bill Rothman, Vice President, 210 Broadway N., Suite 300, Fargo, ND 58102, the City of Fargo, a North Dakota municipal corporation (“**City**”), whose post office address is 225 4th Street North, Fargo, ND 58102, 5th Floor Apartments LLC, a North Dakota limited liability company (“**5th Floor**”), whose address is Attn: Anthony Coronato, Manager, 6301 15th St N, Fargo, ND 58102-6018, T & K Property Management LLC, a North Dakota limited liability company (“**T&K**”), whose address is 425 Broadway North, Fargo ND 58102, and Thomas K. Smith and Kari D. Smith, husband and wife (collectively “**Smith**”), whose address is 425 Broadway North, Fargo ND 58102.

RECITALS

A. The parties or their predecessors entered into an Easement and Restrictions Agreement dated December 4, 2019, recorded in the Cass County, North Dakota Recorder’s Office on December 5, 2019, as Document No. 1578617 (the “**ERA**”).

B. GPMH is the owner of a certain tract of land legally described on Exhibit A (the “**Wrap Tract**”), upon which a multi-use building has been constructed.

C. City is the owner of a certain tract of land legally described on Exhibit B (the “**Garage Tract**”), upon which a Parking Garage has been constructed.

D. T&K is the owner of a certain tract of land legally described on Exhibit C (the “**North Residential Tract**”), upon which a multi-family residential project is being constructed.

E. 5th Floor is the owner of a certain tract of land adjacent to the Wrap Tract, the Garage Tract and legally described on Exhibit E (the “**5th Floor Tract**”), upon which a multi-family residential building is currently constructed.

F. Smith is also the owner of a certain tract of land adjacent to the 5th Floor Tract, the Garage Tract and the North Residential Tract and legally described on Exhibit F (the "**Smith Tract**").

G. As a result of certain modifications to construction affecting all of the above-described tracts, the parties wish to amend certain provisions of the ERA.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the following mutual agreements, the parties agree to amend the ERA as follows:

1. Section 2.2.2. The following is added to the end of Section 2.2.2 of the ERA:

The Owner of the Smith Tract hereby establishes, declares, grants and conveys to the Owners of the Wrap Tract, the Garage Tract, the North Residential Tract and the 5th Floor Tract for the benefit of the Wrap Tract, the Garage Tract, the North Residential Tract and the 5th Floor Tract, for their use and for the use of by any public utility Occupant of such Owners, a Permanent Easement for the installation, maintenance, repair and replacement of an underground water line and an above ground hydrant at the Northly terminus of such water line in that part of the Exhibit Z Area depicted on Exhibit Z. The waterline originates in the 4th Avenue right of way, passes through the Exhibit V Area and the Exhibit W-1 Area, terminates at the hydrant and serves the Wrap Tract, the Garage Tract, the North Residential Tract and the 5th Floor Tract. An underground storm sewer line originates in the 4th Avenue right of way, passes through the Exhibit V Area terminates in the Exhibit W-1 Area and serves the Wrap Tract, the Garage Tract, the North Residential Tract and the 5th Floor Tract. An underground sanitary sewer line originates in the 4th Avenue right of way, passes through and terminates in the Exhibit V Area and serves the Wrap Tract and the Garage Tract. The Owner of the Wrap Tract shall be primarily responsible, at its cost, for the installation, maintenance, repair and replacement of such underground water line and above ground hydrant, such underground storm sewer line and associated inlets and such underground sanitary sewer line unless the need for maintenance, repair and/or replacement is the result of the negligence or willful misconduct by one or more other Owner or Owners, in which case such the Owner or all Owners causing same shall be responsible therefore. Further, notwithstanding anything herein to the contrary, the Owners of the Garage Tract, the North Residential Tract and the 5th Floor Tract shall be responsible for all maintenance, repair and replacement of their respective stub-ins to all such lines and any portions of such systems lying between such stub-ins and their respective properties.

2. Exhibit Z. Exhibit Z attached to the ERA is deleted in its entirety and replaced with Exhibit Z attached hereto.

3. Effect/Further Modification. The ERA, except as expressly hereby amended, remains unmodified and in full force and effect. The ERA shall not be further amended, except in the manner set forth in the ERA.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date first set forth above.

[Remainder of page intentionally left blank]

SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed effective as of the day and year first above written.

GREAT PLAINS MERCANTILE HOLDINGS, LLC,
a North Dakota limited liability company

By: [Signature]
Name: William Rothman
Its: CEO/OP

STATE OF North Dakota) ss.
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 8th day of March, 2023, by William Rothman, the Vice President of Great Plains Mercantile Holdings, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
EASEMENT AND RESTRICTION AGREEMENT

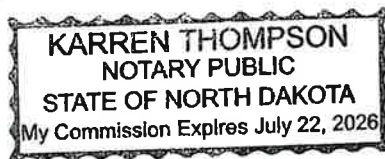
IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed effective as of the day and year first above written.

5TH FLOOR APARTMENTS,
a North Dakota limited liability company

By: 
Name: Anthony Coronato,
Manager

STATE OF North Dakota) ss.
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 12th day of March, 2023, by Anthony Coronato, the Manager of 5th Floor Apartments, a North Dakota limited liability company, on behalf of the limited liability company.




Notary Public

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed effective as of the day and year first above written.

By: _____
Thomas K. Smith
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed effective as of the day and year first above written.

Kari D. Smith

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public

Bueide Law Firm (DAB)
1 N 2nd St. Ste 100
Fargo, ND 58102
Phone: (612) 766-7000

EASEMENT AND RESTRICTION AGREEMENT

Instruments.

a North Dakota financial institution

By: _____

Name: _____

Its: _____

STATE OF _____)

) SS.

COUNTY OF _____)

2023 by _____, the _____ of Aspire

Financial, a North Dakota financial institution, on behalf of the financial institution.

Notary Public

FIRST INTERNATIONAL BANK & TRUST, a North Dakota banking corporation, being a lien holder in a portion of the real estate encumbered by this Easement and Restriction Agreement (as amended from time to time, the “**ERA**”) to which this Consent is attached by virtue of one or more Mortgages, Assignment of Leases and/o or other documents (the “**Lien Instruments**”), hereby consents to the execution and recording of the ERA, provided, that by consenting to the ERA (i) such consent does not modify or amend the terms and conditions of the Lien Instruments and related loan documents, and (ii) such Lien Instruments shall remain a lien on the property described therein, provided, that such Lien Instruments shall be bound by and subject to the ERA as if the ERA were entered into and recorded prior to the Lien Instruments.

By: Tyler Toy
Name: Tyler Toy
Its: Assistant Vice President

STATE OF ND)
COUNTY OF Cass) SS.

Notary Public



SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed effective as of the day and year first above written.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me personally appeared Timothy J. Mahoney and Steven Sprague, to me known to be the Mayor and City Auditor of the City of Fargo, a North Dakota municipal corporation, and that they executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said municipal corporation.

Notary Public

**CONSENT FOR
FIRST AMENDMENT TO
EASEMENT AND RESTRICTION AGREEMENT**

GATE CITY BANK, a corporation existing under the laws of the United States, being a lien holder in a portion of the real estate encumbered by this Easement and Restriction Agreement (as amended from time to time, the "ERA") to which this Consent is attached by virtue of one or more Mortgages, Assignment of Leases and/o or other documents (the "Lien Instruments"), hereby consents to the execution and recording of the ERA, provided, that by consenting to the ERA (i) such consent does not modify or amend the terms and conditions of the Lien Instruments and related loan documents, and (ii) such Lien Instruments shall remain a lien on the property described therein, provided, that such Lien Instruments shall be bound by and subject to the ERA as if the ERA were entered into and recorded prior to the Lien Instruments.


GATE CITY BANK,
a corporation existing under the laws of the United States

By: [Signature]
Name: Kevin Warner
Its: SUP Business Banking

STATE OF North Dakota)
) SS.
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 7 day of March, 2023, by Kevin Warner, the SVP Business Banking of Gate City Bank, a corporation existing under the laws of the United States, on behalf of the corporation.

RICK MORROW
Notary Public
State of North Dakota
My Commission Expires June 3, 2025



Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF WRAP TRACT

Unit 1, Mercantile Condominium, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership recorded as Document No. 1685230, in the Cass County, North Dakota Recorder's Office.

EXHIBIT B

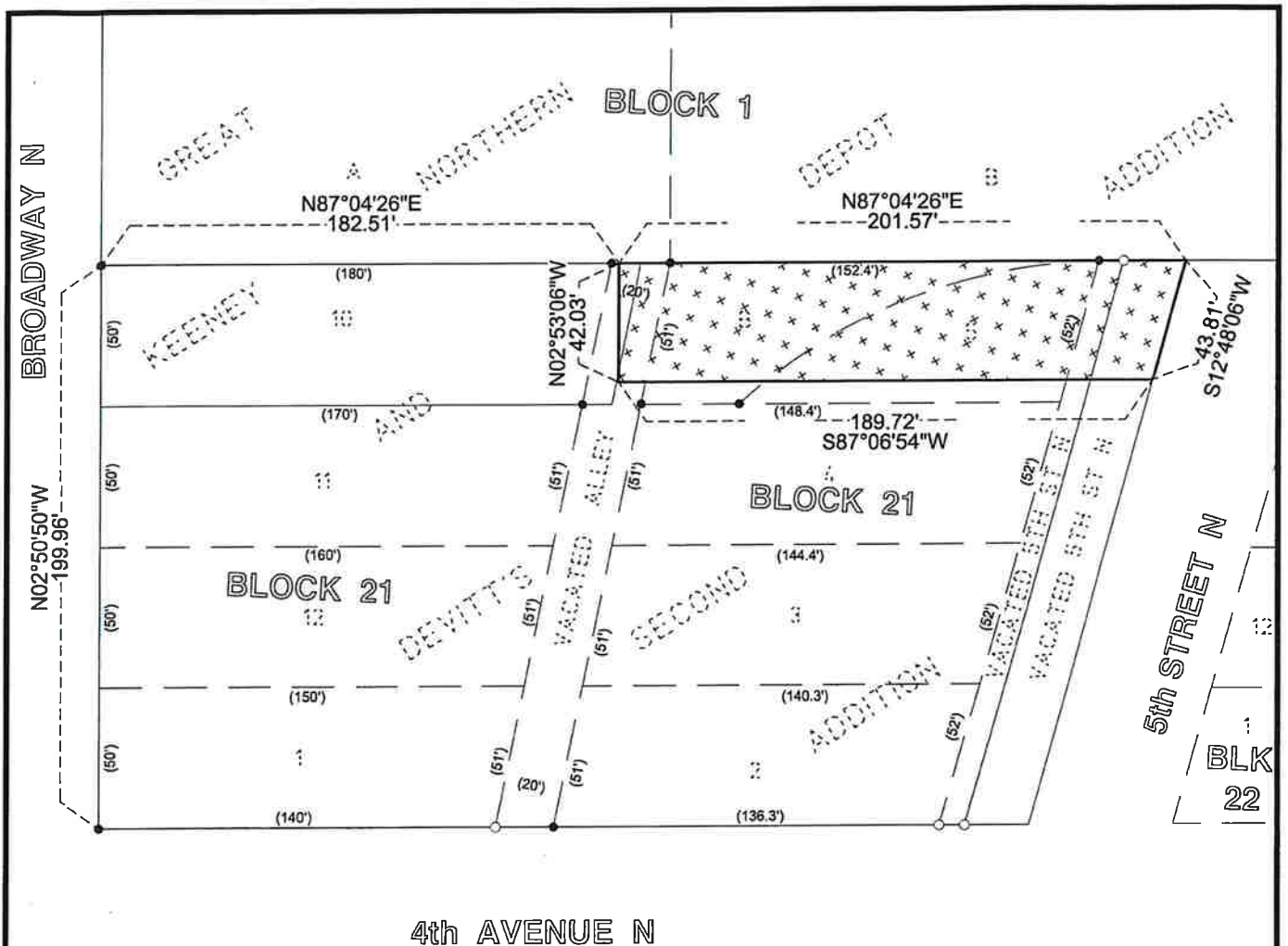
LEGAL DESCRIPTION OF GARAGE TRACT

Unit 2, Mercantile Condominium, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership recorded as Document No. 1685230, in the Cass County, North Dakota Recorder's Office.

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF NORTH RESIDENTIAL TRACT

H:\Fargo\JBN\7862\7862_0008\CAD\Easements\ExhibitC_Fee Parcel.dwg



4th AVENUE N



Scale: 1"= 60'

FEE PARCEL - EXHIBIT C



Fargo

P: 701.237.5065
F: 701.237.5101

Drawn by
KNS

Checked by
CAS

Date
11-21-19

Scale
AS SHOWN

KILBOURNE GROUP
BLOCK 21, KEENEY & DEVITT'S SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
PROJECT NO. 7862-0008

SHEET

1 of 2

DESCRIPTION - FEE PARCEL EXHIBIT C:

That part of Lot 5, that part of the vacated alley in Block 21, and that part of the vacated portion of 5th Street North adjacent to the east line of said Block 21, all in Keeney and Devitt's Second Addition, and that part of Lot B, Block 1, Great Northern Depot Addition, all in the City of Fargo, Cass County, North Dakota, all being more particularly described as follows:

COMMENCING at the Southwest Corner of said Block 21; thence North 02°50'50" West (assumed bearing), along the west line of said Block 21, for a distance of 199.96 feet to the Northwest Corner of Lot 10, said Block 21; thence North 87°04'26" East, along the north line and the north line as extended east of said Lot 10, for a distance of 182.51 feet to the TRUE POINT OF BEGINNING; thence continue North 87°04'26" East, along the north line as extended east of said Lot 10, for a distance of 201.57 feet to the point of intersection of the south line of Great Northern Depot Addition and the easterly line of Vacated 5th Street North as depicted on Document No. 1577224, on file and of record at the Cass County Recorder's Office; thence South 12°48'06" West, along the easterly line of said Vacated 5th Street North, for a distance of 43.81 feet; thence South 87°06'54" West for a distance of 189.72 feet; thence North 02°53'06" West for a distance of 42.03 feet to the TRUE POINT OF BEGINNING.

Said tract contains 8,238 square feet, more or less.

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the state of North Dakota.

Dated this 21ST day of NOVEMBER, 20 19.

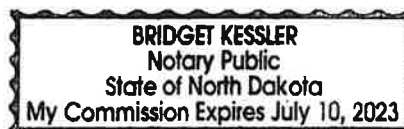
Curtis A. Skarphol
Curtis A. Skarphol
Registered Land Surveyor No. 4723



STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this 21ST day of November, 20 19, before me, a notary public, personally appeared Curtis A. Skarphol, Registered Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: Bridget Kessler



FEE PARCEL - EXHIBIT C



Fargo	Drawn by KNS	Date 11-21-19
P: 701.237.5065 F: 701.237.5101	Checked by CAS	Scale -

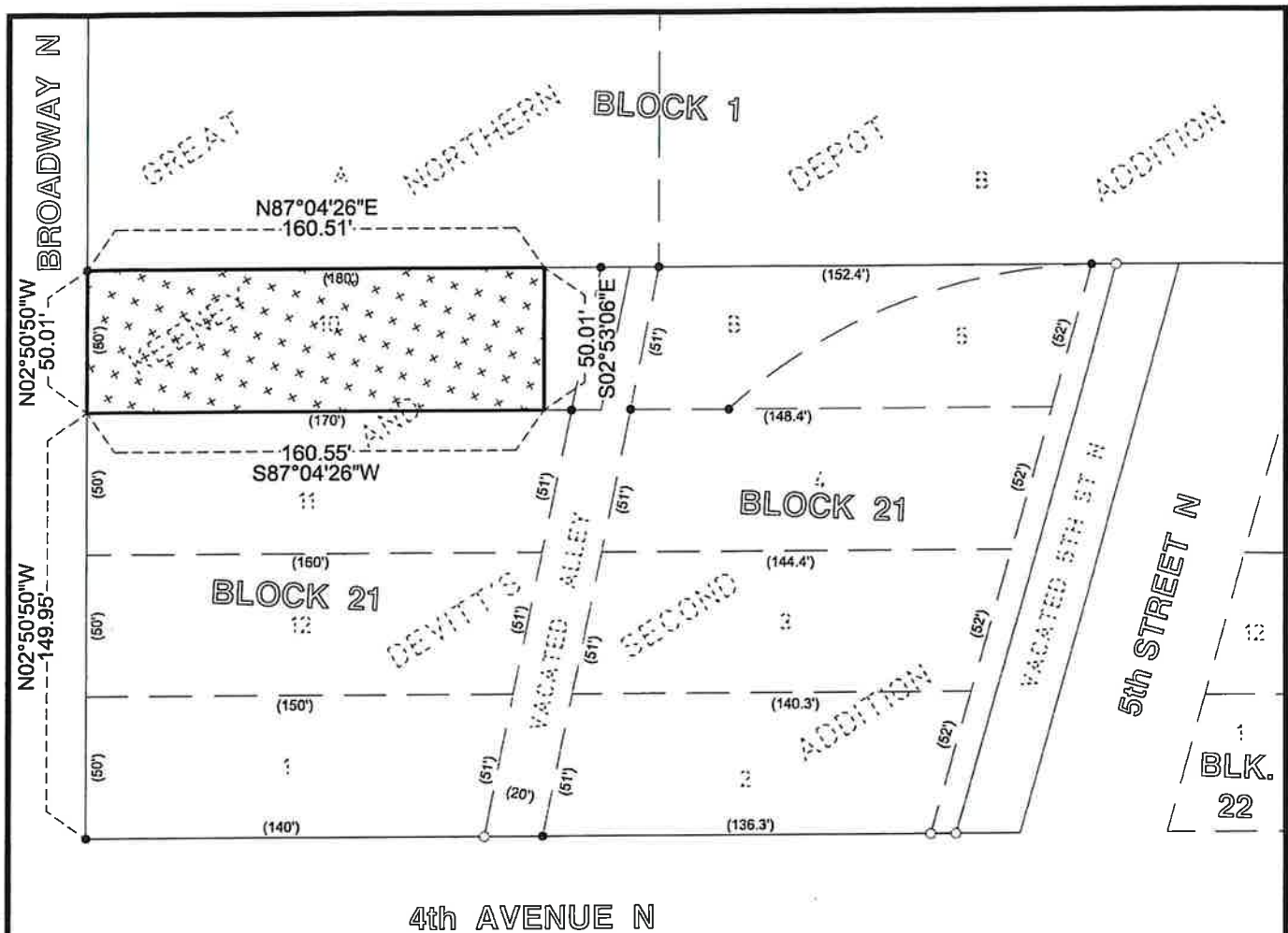
KILBOURNE GROUP
BLOCK 21, KEENEY & DEVITT'S SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
PROJECT NO. 7862-0008

SHEET
2 of 2

EXHIBIT D

[NOT USED]

H:\Fargo\JBN\7862\7862_0008\CAD\Easements\ExhibitE_Fee Parcel.dwg



Scale: 1" = 60'

FEE PARCEL - EXHIBIT E

 Houston Engineering Inc.	Fargo	Drawn by KNS	Date 11-21-19	KILBOURNE GROUP BLOCK 21, KEENEY & DEVITT'S SECOND ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA PROJECT NO. 7862-0008	SHEET 1 of 2
	P: 701.237.5065 F: 701.237.5101	Checked by CAS	Scale AS SHOWN		

DESCRIPTION - FEE PARCEL EXHIBIT E:

That part of Lot 10, Block 21, Keeney and Devitt's Second Addition, City of Fargo, Cass County, North Dakota, described as follows:

COMMENCING at the Southwest Corner of said Block 21; thence North 02°50'50" West (assumed bearing), along the west line of said Block 21, for a distance of 149.95 feet to the Southwest Corner of said Lot 10 and the TRUE POINT OF BEGINNING; thence continue North 02°50'50" West, along the west line of said Block 21, for a distance of 50.01 feet to the Northwest Corner of said Lot 10; thence North 87°04'26" East, along the north line of said Lot 10, for a distance of 160.51 feet; thence South 02°53'06" East for a distance of 50.01 feet to a point of intersection with the south line of said Lot 10; thence South 87°04'26" West, along the south line of said Lot 10, for a distance of 160.55 feet to the TRUE POINT OF BEGINNING.

Said tract contains 8,028 square feet, more or less.

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the state of North Dakota.

Dated this 21st day of NOVEMBER, 20 19.

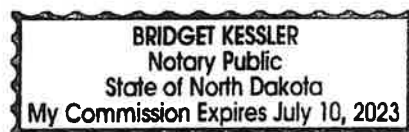
Curtis A. Skarphol
Curtis A. Skarphol
Registered Land Surveyor No. 4723



STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this 21st day of November, 20 19, before me, a notary public, personally appeared Curtis A. Skarphol, Registered Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: Bridget Kessler



FEE PARCEL - EXHIBIT E



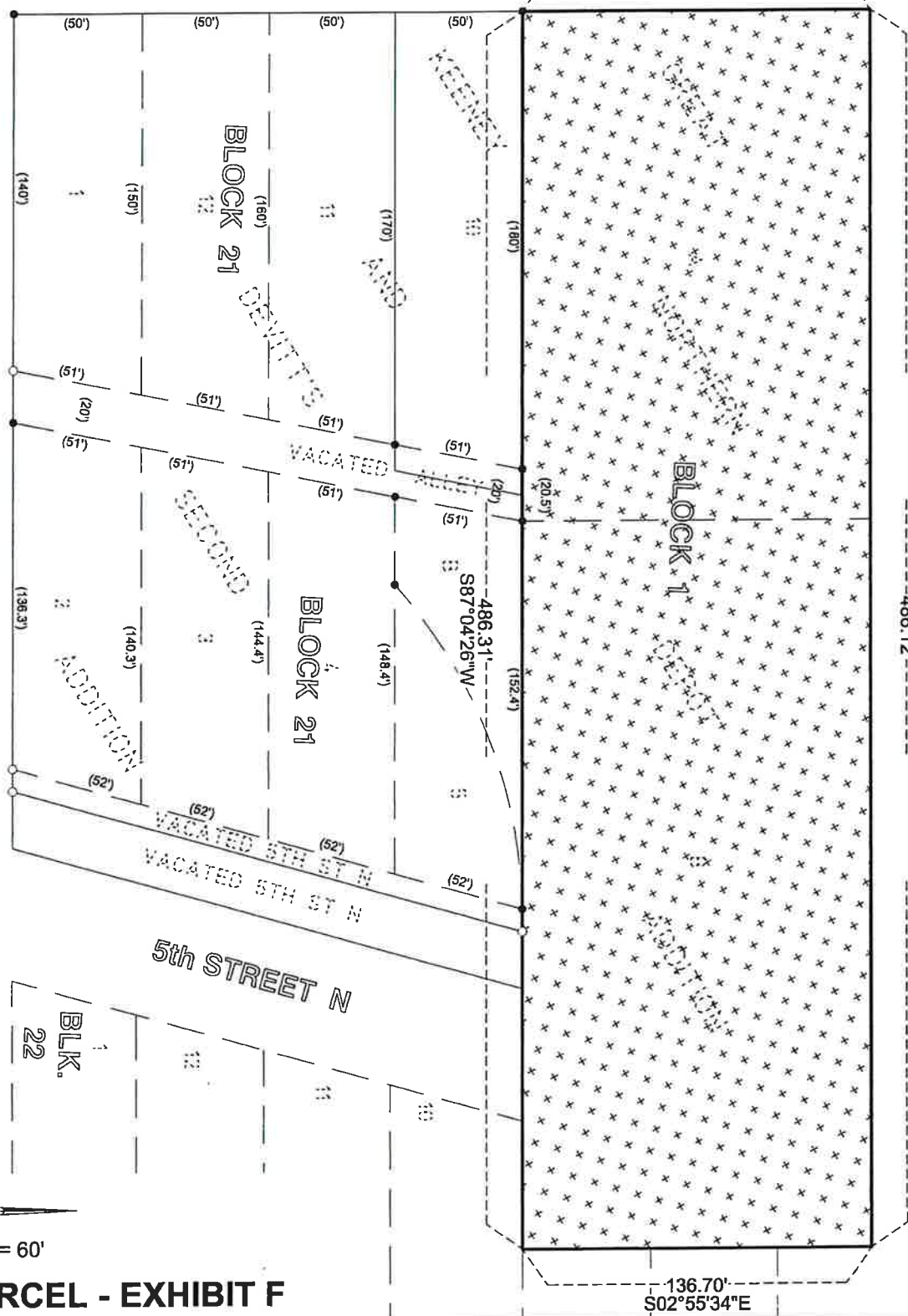
Fargo	Drawn by KNS	Date 11-21-19	KILBOURNE GROUP BLOCK 21, KEENEY & DEVITT'S SECOND ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA PROJECT NO. 7862-0008	SHEET 2 of 2
	Checked by CAS	Scale -		
P: 701.237.5065 F: 701.237.5101				

H:\Fargo\JBN\7862\7862_0008\CAD\Exhibits\ExhibitF_Fee Parcel.dwg

4th AVENUE N

BROADWAY N

N02°50'50"W
136.70'



N87°04'26"E
486.12'

136.70'
S02°55'34"E

Scale: 1" = 60'

FEE PARCEL - EXHIBIT F

 **Houston Engineering Inc.**

Fargo	Drawn by KNS	Date 11-21-19
P: 701.237.5065 F: 701.237.5101	Checked by CAS	Scale AS SHOWN

KILBOURNE GROUP
BLOCK 1, GREAT NORTHERN DEPOT ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
PROJECT NO. 7862-0008

SHEET
1 of 2

DESCRIPTION - FEE PARCEL EXHIBIT F:

Lot A and Lot B, Block 1, Great Northern Depot Addition, City of Fargo, Cass County, North Dakota, LESS that part of said Lot B described as follows:

Beginning at the Southwest corner of said Lot B; thence North 11°23'24" East on an assumed bearing, on the West line of said Lot B a distance of 51.00 feet; thence North 90°00'00" East a distance of 152.40 feet to the Southerly line of said Lot B; thence Southwesterly on the Southerly line of said Lot B, on a curve concave to the Southeast a distance of 140.05 feet, having a radius of 196.70 feet, a central angle of 40°47'42" and a chord which bears South 68°36'54" West a distance of 137.11 feet; thence North 90°00'00" West on said South line a distance of 34.80 feet to the point of beginning

Said tract contains 66,465 square feet, more or less.

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the state of North Dakota.

Dated this 21ST day of NOVEMBER, 20 19.

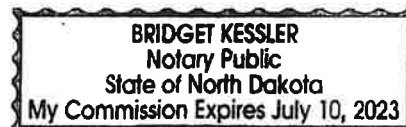
Curtis A. Skarphol
Curtis A. Skarphol
Registered Land Surveyor No. 4723



STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this 21st day of November, 20 19, before me, a notary public, personally appeared Curtis A. Skarphol, Registered Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: Bridget Kessler



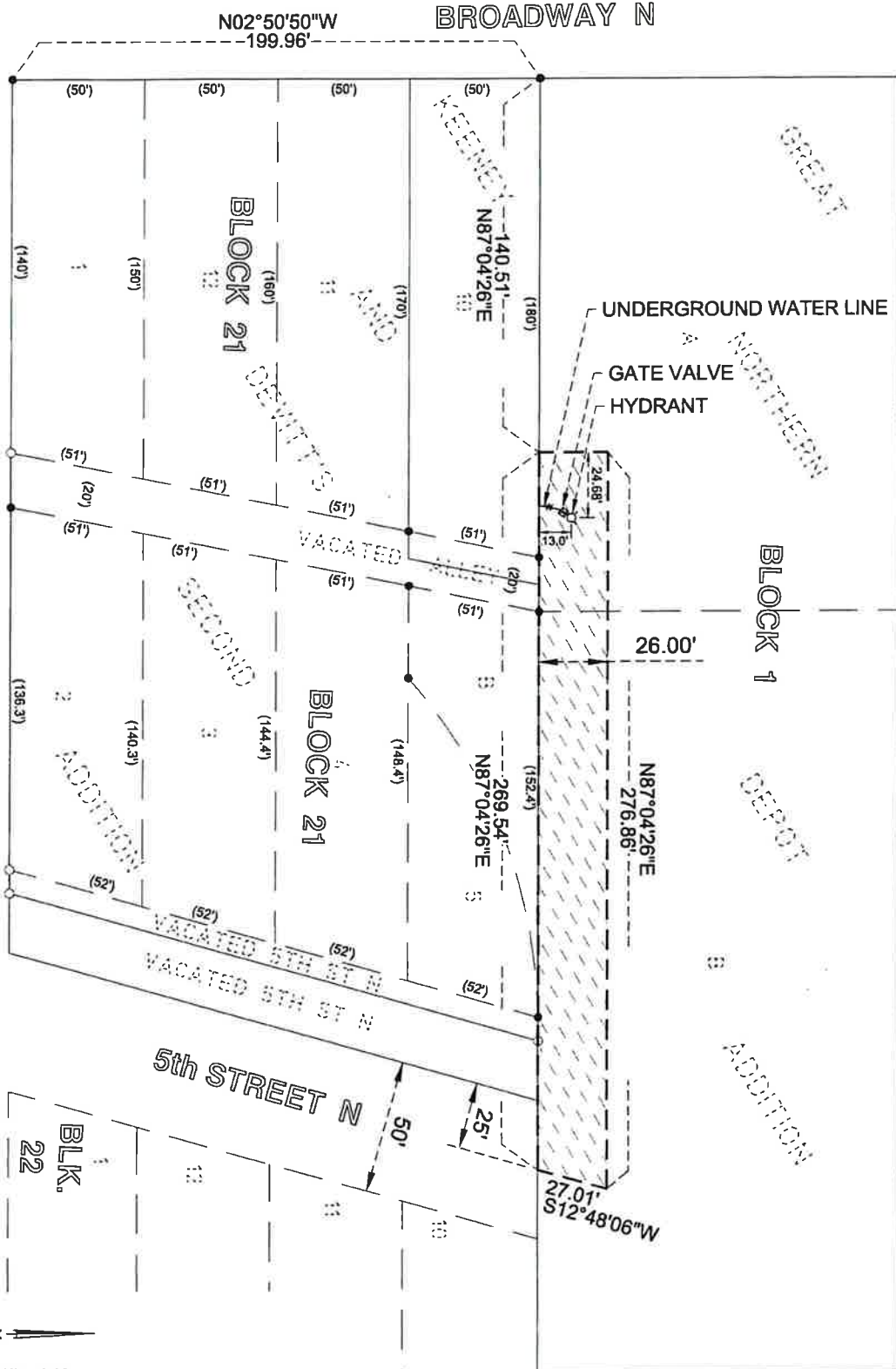
FEE PARCEL - EXHIBIT F

H:\Fargo\BNA\7862\7862_0008\CAO\Easements\ExhibitF_Fee Parcel.dwg



Fargo	Drawn by KNS	Date 11-21-19	KILBOURNE GROUP BLOCK 1, GREAT NORTHERN DEPOT ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA PROJECT NO. 7862-0008	SHEET 2 of 2
P: 701.237.5065 F: 701.237.5101	Checked by CAS	Scale -		

4th AVENUE N



Scale: 1"= 60'

EASEMENT EXHIBIT Z



**Houston
Engineering Inc.**

Fargo

P: 701.237.5065
F: 701.237.5101

Drawn by
KNS

Checked by
CAS

Date
5-12-21

Scale
AS SHOWN

KILBOURNE GROUP
BLOCK 1, GREAT NORTHERN DEPOT ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

PROJECT NO. 7862-0008

SHEET

1 of 2

DESCRIPTION - EASEMENT EXHIBIT Z:

That part of Lot A and Lot B, Block 1, Great Northern Depot Addition, City of Fargo, Cass County, North Dakota, described as follows:

A strip of land, 26.00 feet wide, lying northerly of and being coincident with the following described line:

COMMENCING at the Southwest Corner of said Lot A; thence North 87°04'26" East (assumed bearing), along the south line of said Lot A, for a distance of 140.51 feet to the TRUE POINT OF BEGINNING of said line; thence continue North 87°04'26" East, along the south line and the south line as extended east of said Lot A, for a distance of 269.54 feet and there terminating said line.

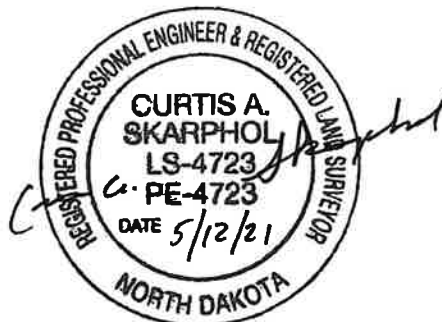
The north sideline of said strip shall be lengthened or shortened as necessary to intersect a line bearing South 12°48'06" West passing through the point of termination at the east end.

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the state of North Dakota.

Dated this 12TH day of MAY, 20 21.

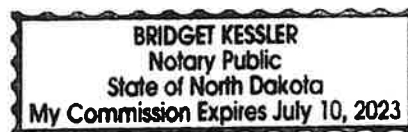

Curtis A. Skarphol
Registered Land Surveyor No. 4723



STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this 12 day of May, 20 21, before me, a notary public, personally appeared Curtis A. Skarphol, Registered Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: 



EASEMENT EXHIBIT Z



Houston
Engineering Inc.

Fargo

Drawn by
KNS

Date
5-12-21

P: 701.237.5065
F: 701.237.5101

Checked by
CAS

Scale
AS SHOWN

KILBOURNE GROUP
BLOCK 1, GREAT NORTHERN DEPOT ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
PROJECT NO. 7862-0008

SHEET

2 of 2

Exhibit "D" to Agreement

BUILDING ENCROACHMENT EASEMENT AGREEMENT

(attached)

BUILDING ENCROACHMENT EASEMENT AGREEMENT

THIS BUILDING ENCROACHMENT EASEMENT AGREEMENT (the "Agreement") is entered into and effective as of the ____ day of _____, 2023 (the "Effective Date"), by and between T & K Property Management LLC, a North Dakota limited liability company ("T&K"), whose address is 425 North Broadway, Fargo, ND 58102, and the City of Fargo, a North Dakota municipal corporation ("City"), whose post office address is 225 4th Street North, Fargo, ND 58102 .

RECITALS

A. T&K owns the following described real property situate in the City of Fargo, Cass County, North Dakota ("T&K Property"):

That part of Lot 5, that part of the vacated alley in Block 21, and that part of the vacated portion of 5th Street North adjacent to the east line of said Block 21, all in Keeney and Devitt's Second Addition, and that part of Lot B, Block 1, Great Northern Depot Addition, all in the City of Fargo, Cass County, North Dakota, all being more particularly described as follows:

COMMENCING at the Southwest Corner of said Block 21; thence North 02°50'50" West (assumed bearing), along the west line of said Block 21, for a distance of 199.96 feet to the Northwest Corner of Lot 10, said Block 21; thence North 87°04'26" East, along the north line and the north line as extended east of said Lot 10, for a distance of 182.51 feet to the TRUE POINT OF BEGINNING; thence continue North 87°04'26" East, along the north line as extended east of said Lot 10, for a distance of 201.57 feet to the point of intersection of the south line of Great Northern Depot Addition and the easterly line of Vacated 5th Street North as depicted on Document No. 1577224, on file and of record at the Cass County Recorder's Office; thence South 12°48'06" West, along the easterly line of said Vacated 5th Street North, for a distance of 43.81 feet; thence South 87°06'54" West for a distance of 189.72 feet; thence North 02°53'06" West for a distance of 42.03 feet to the TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION WAS OBTAINED FROM A PREVIOUSLY RECORDED INSTRUMENT.

B. City owns the following described real property situate in the City of Fargo, Cass County, North Dakota (the "Garage Unit"):

Unit 2, Mercantile Condominium, a condominium created pursuant to Declaration Establishing a Plan of Condominium Ownership recorded as Document No. 1685230, in the Cass County, North Dakota Recorder's Office.

C. City's predecessor constructed a parking garage located on the Garage Unit (the "Garage"), that encroaches slightly upon the T&K Property, and T&K is willing to grant an easement to City for the encroachment, subject to all terms and conditions contained in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, 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 to the following:

1. Grant of Easement. T&K hereby grants to City, for the benefit of the Garage Unit, an exclusive, appurtenant and perpetual easement under, over, upon and across the that part of the T&K Property described and depicted on Exhibit A attached hereto and made a part hereof (the "Easement Area") to install, maintain, repair and replace a wall comprising a portion of a wall of the Garage and the associated footings and foundations for same (collectively, the "Encroaching Wall").

2. Maintenance. City shall be responsible for and shall bear all costs to install, operate, repair, maintain and replace all portions of the Encroaching Wall.

3. Non-Disturbance. The owner of the Garage Unit shall exercise its rights as to the Easement Area in such a manner that causes the least interference and disturbance to the owner and occupants of the T&K Property as is practicable and commercially reasonable under the circumstances.

4. Liens. City shall not cause or permit any construction liens against the Easement Area, and if any arise, City shall undertake such actions as are necessary to cause the same to be fully discharged within 15 days after notice by the owner of the T&K Property.

5. Governmental Regulations. City shall, at City's 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 over the Encroaching Wall and related to exercising its rights under this Agreement.

6. Indemnification. City shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the owner of the T&K Property, their agents, representatives, employees, contractors, guests and the like (collectively, the "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 as to the Easement Area.

7. Scope/Binding Effect. The rights and obligations herein provided shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, heirs, and legal representatives, and shall run with, benefit and burden the T&K Property and the Garage Unit.

8. 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.

9. Recording. This Agreement shall be recorded against the T&K Property and the Garage Unit in the office of the County Recorder for Cass County, North Dakota.

10. 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.

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

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

SIGNATURE PAGE
FOR
BUILDING ENCROACHMENT EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed effective as of the day and year first above written.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me personally appeared Timothy J. Mahoney and Steven Sprague, to me known to be the Mayor and City Auditor of the City of Fargo, a North Dakota municipal corporation, and that they executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said municipal corporation.

Notary Public

CONSENT TO AGREEMENT BY MORTGAGEE

ASPIRE FINANCIAL, a North Dakota financial institution, as Mortgagee of the T&K Property pursuant to that certain Mortgage recorded July 8, 2021, as Doc. No. 1638336 ("Aspire Mortgage"), hereby consents to the Agreement to which this Consent is attached, subordinates the Aspire Mortgage to the Agreement and agrees that the T & K Property shall be bound by all terms and conditions of said Agreement, even if the Aspire Mortgage is foreclosed.

Dated as of the Effective Date.

ASPIRE FINANCIAL,
a North Dakota financial institution

By: _____

Name: _____

Its: _____

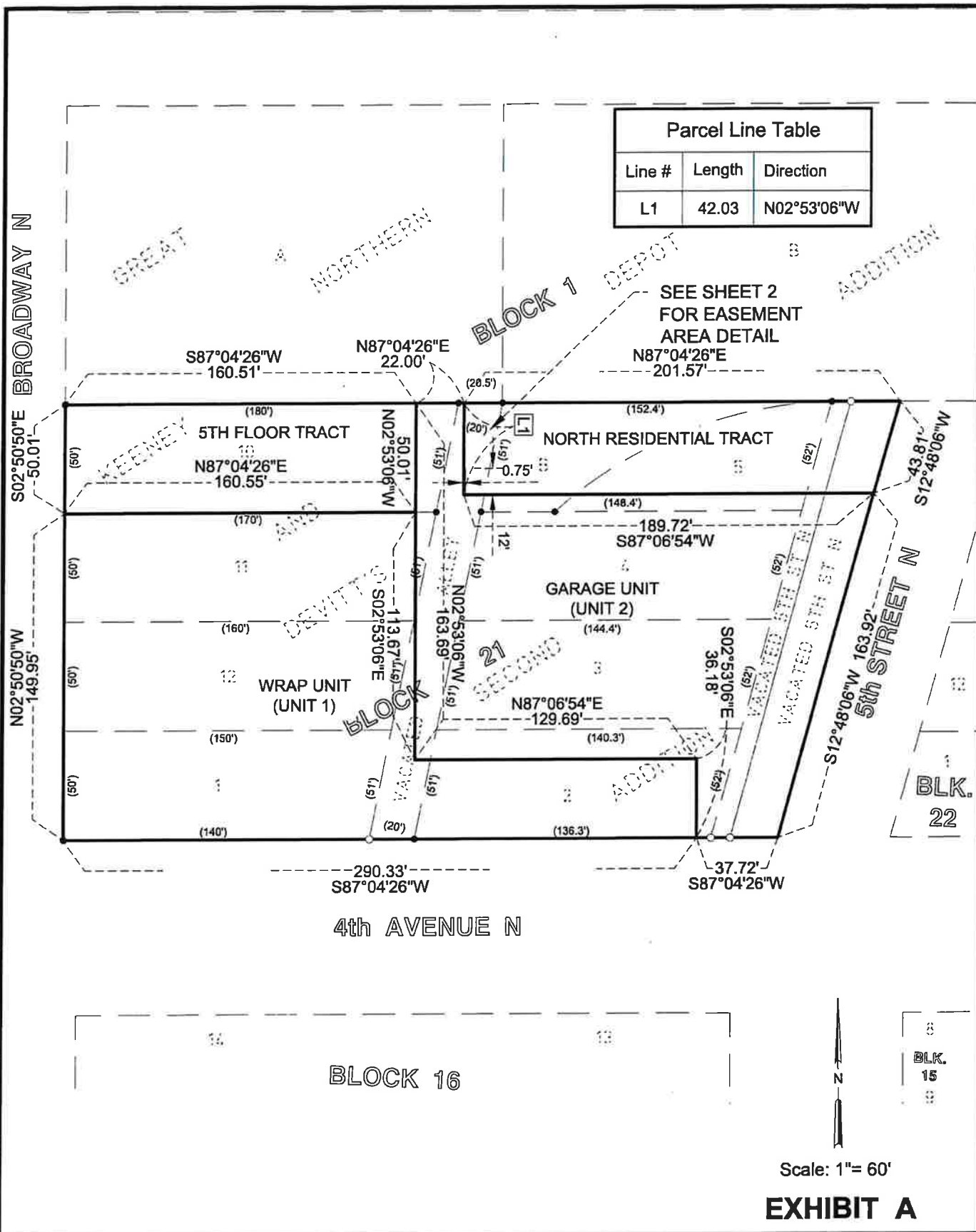
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of Aspire Financial, a North Dakota financial institution, on behalf of the financial institution.

Notary Public

(SEAL)

H:\JBM\7800\7862\7862_0008\CAO\Easements\Levels\Encroachment\Exhibit.dwg



**Houston
Engineering Inc.**

Fargo

P: 701.237.5065
F: 701.237.5101

Drawn by
KNS

Checked by
CAS

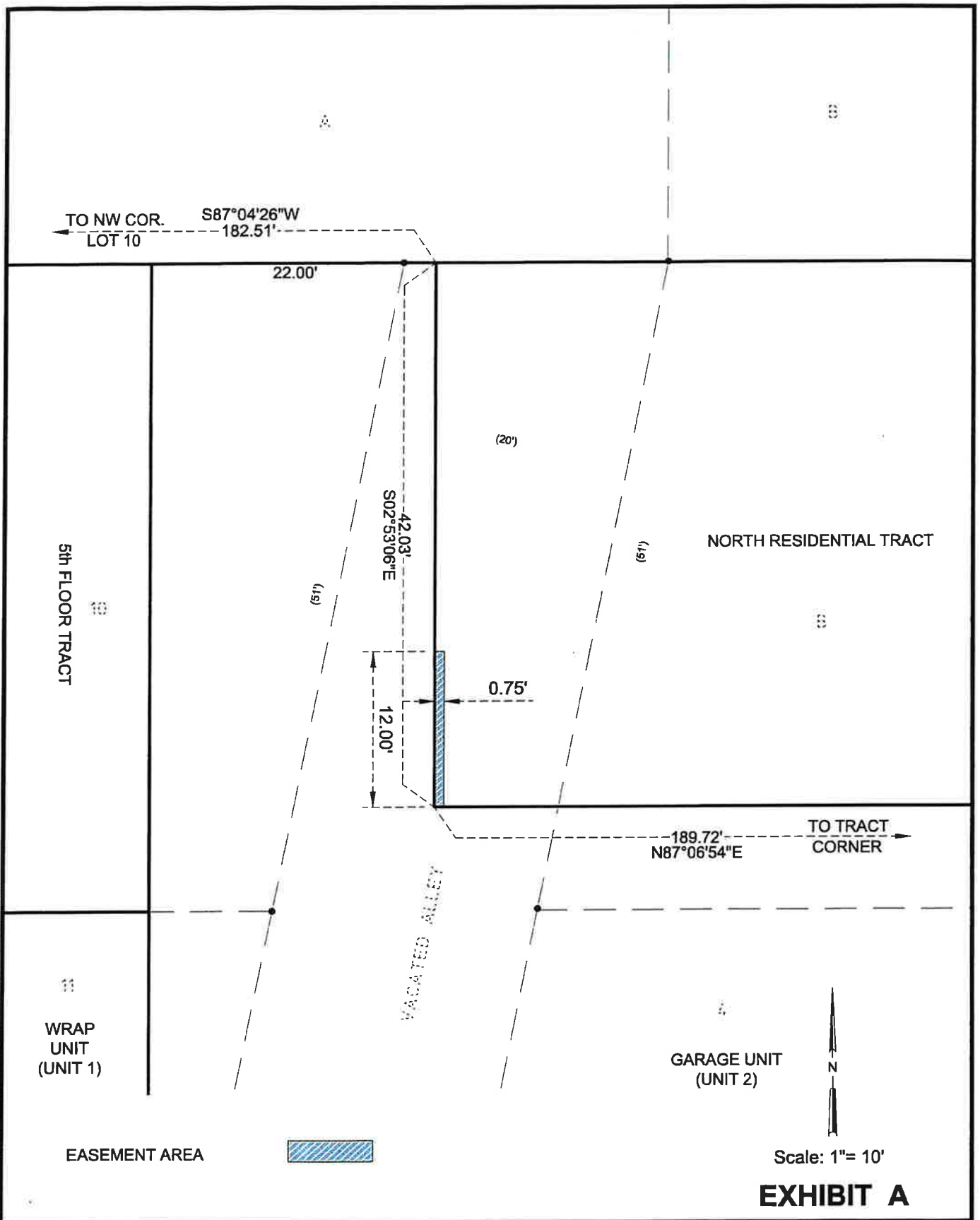
Date
4-20-20

Scale
AS SHOWN

MERCANTILE MIXED USE RAMP
BLOCK 21, KEENEY & DEVITT'S SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
PROJECT NO. 7862-0008

SHEET
1 of 3

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**Houston
Engineering Inc.**

Fargo

P: 701.237.5065
F: 701.237.5101

Drawn by
KNS

Checked by
CAS

Date
4-20-20

Scale
AS SHOWN

MERCANTILE MIXED USE RAMP
BLOCK 21, KEENEY & DEVITT'S SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
PROJECT NO. 7862-0008

SHEET

2 of 3

Exhibit "E" to Agreement



PARKING LEASE AGREEMENT

(attached)

PARKING LEASE AGREEMENT

This Parking Lease Agreement ("Lease") is made and effective as of the date last signed by the parties hereto, by and between the **CITY OF FARGO**, a North Dakota municipal corporation ("CITY" or "Landlord") and **T&K PROPERTY MANAGEMENT LLC**, a North Dakota Limited Liability Company ("T&K PROPERTY MANAGEMENT" or "Tenant").

WHEREAS, T&K PROPERTY MANAGEMENT is the owner of certain real property situate in the COUNTY OF CASS and STATE OF NORTH DAKOTA, described as follows:

That certain real property situate in the COUNTY OF CASS and STATE OF NORTH DAKOTA, described as follows:

A PORTION OF LOT FIVE (5), BLOCK TWENTY-ONE (21), KEENEY & DEVITTS 2ND ADDITION TO THE CITY OF FARGO, DESCRIBED MORE FULLY AS:

THAT PART OF LOT 5, THAT PART OF THE VACATED ALLEY IN BLOCK 21, AND THAT PART OF THE VACATED PORTION OF 5TH STREET NORTH ADJACENT TO THE EAST LINE OF SAID BLOCK 21, ALL IN KEENEY AND DEVITT'S SECOND ADDITION, AND THAT PART OF LOT B, BLOCK 1, GREAT NORTHERN DEPOT ADDITION, ALL IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 21; THENCE NORTH 02°50'50" WEST (ASSUMED BEARING), ALONG THE WEST LINE OF SAID BLOCK 21, FOR A DISTANCE OF 199.96 FEET TO THE NORTHWEST CORNER OF LOT 10, SAID BLOCK 21; THENCE NORTH 87°04'26" EAST, ALONG THE NORTH LINE AND THE NORTH LINE AS EXTENDED EAST OF SAID LOT 10, FOR A DISTANCE OF 182.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°04'26" EAST, ALONG THE NORTH LINE AS EXTENDED EAST OF SAID LOT 10, FOR A DISTANCE OF 201.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF GREAT NORTHERN DEPOT ADDITION AND THE EASTERLY LINE OF VACATED 5TH STREET NORTH AS DEPICTED ON DOCUMENT NO 1577224, ON FILE AND OF RECORD AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 12°48'06" WEST, ALONG THE EASTERLY LINE OF SAID VACATED 5TH STREET NORTH, FOR A DISTANCE OF 43.81 FEET; THENCE SOUTH 87°06'54" WEST FOR A DISTANCE OF 189.72 FEET; THENCE NORTH 02°53'06" WEST FOR A DISTANCE OF 42.03 FEET TO THE TRUE POINT OF BEGINNING.

[the "T&K PROPERTY"]; and,

WHEREAS, T&K PROPERTY MANAGEMENT is constructing a multi-unit residential dwelling structure upon the T&K PROPERTY which dwelling structure is intended to be condominiumized for sale of individual residential units to third parties (referred to herein as the "T&K Project"); and

WHEREAS, the CITY is the owner of one of two units in the Mercantile Condominium, which consists of two units, the first unit—UNIT ONE—being a multi-use commercial and residential improvement and the second unit—UNIT TWO—being owned by the CITY and being operated as a public parking garage structure, said UNIT TWO, being more fully described as:

Unit Two (2) of Mercantile Condominium, a condominium created under a Declaration Establishing a Plan of Condominium Ownership (the "Declaration") dated effective February 17, 2023 and recorded in the office of the Recorder for Cass County, North Dakota on March 3, 2023, as Doc. No. 1685230;

[the "CITY PARKING GARAGE"]; and,

WHEREAS, T&K PROPERTY MANAGEMENT wishes to lease certain parking spaces within the CITY PARKING GARAGE from the CITY that would permit T&K PROPERTY MANAGEMENT to construct certain residential garage structures (each referred to as an "Enclosed Garage" and cumulatively as the "Enclosed Garages") and a storage area for certain permitted items (the "Tenants' Level Four Storage Area") within and upon various floors of the CITY PARKING GARAGE" and would provide for rental by T&K PROPERTY MANAGEMENT of the parking spaces within the CITY PARKING GARAGE and to then allow such Enclosed Garages, the Tenants' Level Four Storage Area and the rented parking spaces to be used by authorized users associated with the T&K Project condominium; and,

WHEREAS, the CITY and T & K PROPERTY MANAGEMENT wish to enter into a lease setting forth the terms thereof;

NOW, THEREFORE, the above-named parties agree as follows:

ARTICLE ONE – PREMISES

Section 1.1. Leased Premises. Landlord does hereby lease unto Tenant the premises described as follows:

1.1.1. Six (6) parking spaces on the Lower Level of the Garage Unit; Five (5) parking spaces on Level One (1) of the Garage Unit, and three (3) parking spaces on Level Two (2) of the Garage Unit (cumulatively referred to herein as "Tenant's Parking Spaces"); and,

1.1.2. In addition, certain floor space on Level Three (3) of the Garage Unit, which corresponds to the fourth level of the T&K Project, to be enclosed for tenant's storage of permitted items, as described more fully below, (referred to herein as "Tenant's Level Four Storage Area");

said Levels being the decks or floors of the CITY PARKING GARAGE as constructed, said premises to be referred to herein as the "DEMISED PREMISES". A copy of the floor plan outlining Tenant's Parking Spaces and the Tenant's Level Four Storage Area is attached hereto as Exhibit A and incorporated herein by reference.

Section 1.3. Term of Lease. This Lease shall be for a term ending on the later of the following dates:

1.1. The date of the fortieth (40th) yearly anniversary of the commencement date of this Lease; and,

1.2. A date occurring after said 40th anniversary on which date the CITY PARKING GARAGE is permanently closed and no longer operational, is demolished or destroyed;

unless this Lease is earlier terminated, whether by default of a party or other reason, as set forth herein. The CITY PARKING GARAGE shall be deemed to be permanently closed and no longer operational at such time as its use as a parking garage has been discontinued for a period of at least six months and the City, in its sole discretion, has determined that it does not intend to reopen it. In such event, for purposes of payment of rent, the term of this Lease shall be deemed to have ended at the beginning of the said six-month minimum closure period. Furthermore, once the residential garage enclosures and storage enclosure structures are complete, this Lease may be terminated by Tenant, in its sole discretion, upon sixty (60) days' notice to Landlord, at which time the DEMISED PREMISES shall be surrendered to the Landlord as set forth in Section 11.1, below.

Section 1.4. Commencement Date: The term of this Lease and the payment of rent hereunder shall commence on the first day of the month following the date this Lease is last signed by the parties, below.

Section 1.5. Fit-up of Premises – Tenant. Tenant shall be responsible for providing all fit-up of DEMISED PREMISES ("Fit-up") as set forth in Exhibit B, all at Tenant's sole expense. All fit-up shall be the responsibility of the Tenant and be performed and installed in a manner that will not place the CITY PARKING GARAGE out of compliance with applicable building code, fire code or other codes applicable in the City of Fargo. Further, all of the fit-up shall be installed by Tenant's contractor and said contractor must at all times be a holder in good standing of a Class A, B or C contractor's license issued by the State of North Dakota. In particular, the design and construction of such fit-up of enclosed areas shall not be such that it would trigger the requirement of a fire-retardant sprinkler system in the CITY PARKING GARAGE.

1.5.1. Minimum Requirements for Fit-up. In addition to any other provisions contained herein, fit-up and use of the DEMISED PREMISES shall be subject to the following requirements:

- 1.5.1.1. The design and fit-up for Enclosed Garages shall provide spacing from the opposite wall of no less than 40 feet (allowing 18 feet for parking space opposite from the Enclosed Garage and an additional 22 feet for the drive aisle). No portion of any Enclosed Garage may encroach upon such minimum spacing.
- 1.5.1.2. The fit-up of the Enclosed Garages must include garage doors suitable for Type II-B, non-flammable construction (i.e. the overhead door) and such garage doors must include at least two glass window openings each of which is at least one-square foot in area, that permit view of the interior of each Enclosed Garage from the exterior of the Enclosed Garage.
- 1.5.1.3. The fit-up of the Level Four Storage Area (on the third level of the CITY PARKING GARAGE) must include a pedestrian service door that permits ingress and egress onto the Parking Garage and the door must contain at least one glass window opening of at least one-square foot in area with one side of the window opening not less than six inches in length.
- 1.5.1.4. The pane of any required glass window opening must be fitted with either glass or plexi-glass that is clear (i.e. not frosted) and permits clear viewing of the interior of the space from outside the space.
- 1.5.1.5. The fit-up of the Enclosed Garages and the Level Four Storage Area must contain secured pedestrian service doors configured in such manner that the CITY can obtain access to such areas for inspection, maintenance or repairs as provided herein.
- 1.5.1.6. Tenant's proposed fit-up shall not include the installation of any shelving, drawers, wall-hooks or any other wall or ceiling fasteners for storing personal property. Upon request of Tenant, Landlord will provide and install wall-hooks or other wall fasteners and a single shelf in each of the Enclosed Garages and in the Level Four Storage Area as set forth in Section 3.4 of this Lease. In no event shall any wall-hooks, wall-fasteners or shelves be installed without prior approval of the Landlord on precast structural portions of the CITY PARKING GARAGE including, in particular, any portion of the ceilings, the T-members in the ceilings, the floors or the walls of the CITY PARKING GARAGE structure. With the permission of the Landlord, Tenant may be authorized, upon written request, to install light fixtures and electrical conduit at precise locations of the ceilings and/or walls of the CITY PARKING GARAGE structure.
- 1.5.1.7. Maintenance, Repair, Replacement. All maintenance, repair and replacement of materials for the Enclosed Garages and Level Four Storage Area, whether performed by Tenant, as is required by this Lease, or by Landlord must continue to meet these required minimum fit-up standards including, for example, the glass or plexiglass viewing windows in doors.

Section 406.5.11 of the IBC states: "Prohibitions. The following uses and alterations are not permitted: 1. Vehicle repair work. 2. Parking of buses, trucks and similar vehicles. 3. Partial or complete closing of required openings in...walls by tarpaulins or any other means."

1.5.1.7. Installation of Service Doors for Enclosed Spaces. The fit-up is to include certain service doors—nine in number—installed into the existing openings in the north wall of the CITY PARKING GARAGE to provide access by the authorized occupants and users from the T&K Property to the Enclosed Garages and another service door installed into the existing opening in said north wall at the said Third Level of the CITY PARKING GARAGE to provide access by said occupants and users to the Enclosed Level Four Storage Area, said service doors cumulatively referred to as the "Service Doors". The "Service Doors" may, at T&K Management's discretion include and utilize a security system whereby entry to and from CITY PARKING GARAGE to and from the T&K Property shall be controlled and limited at all times via key, fob, card reader or the like. T&K Management shall be responsible for maintenance, repair and replacement of such doors. T&K Property Management shall be responsible for and shall bear all costs to install, operate, repair, maintain and replace all portions of the Service Doors. Upon reasonable advance notice to T&K Property Management, as provided in this Agreement, City shall be entitled to inspect the Service Doors and undertake work in and around the area of same necessary for maintenance or repairs to the CITY PARKING GARAGE.

1.5.2. Fit-up for Electrical Service Allowable. City and Tenant agree that Tenant's proposed fit-up may include the following electrical service:

- 1.5.2.1. One electrical wall-receptacle (dual-plug-in) with a maximum of 120 volts and 20 amps.
- 1.5.2.2. One ceiling-mounted electrical receptacle to accommodate a single light bulb with a maximum of 120 volts and 20 amps.
- 1.5.2.3. An electric garage-door opener (remote-controlled) for each overhead garage door also with a maximum of 120 volts and 20 amps.
- 1.5.2.4. One electric motor vehicle Level II charger. A Level II charger shall be a hard-wired electric motor vehicle charger with a maximum of 208 volts and 16 amps. A wall-receptacle of 208 or 220 volts shall not be permitted. The electric motor vehicle charging facility must be a hard-wired charger with said "Level II" capacity to be in compliance with this limitation.

1.5.3. Tenant will be responsible for obtaining any easements or other consent from third parties as may be necessary in order to secure such electrical service, such third parties to include the Mercantile Condominium Association and/or the owner of Unit One of the Mercantile Condominium as may be necessary or appropriate. The parties recognize that the installation of electrical service may require occupancy or encroachment upon, or

may affect, the Common Area or Limited Common Area of the Mercantile Condominium. The CITY will cooperate with T&K PROPERTY MANAGEMENT with respect to the efforts of T&K PROPERTY MANAGEMENT seeking such easements or other consent, once the CITY has given its consent to the proposed fit-up plan or plans.

1.5.4. Tenant shall be permitted to install "Private Parking" signage and security cameras outside of the demised space. Such cameras will be installed on each level and shall be directed toward the overhead doors, the service doors, as well as the primary horizontal egress door located on the ground level. These cameras shall be installed so as to not interfere with normal operation of the parking garage including, in particular, clearance height within the parking garage. Also, such installation must be in conformance with applicable building, electrical or other code requirements including any applicable restrictions limiting the crossing of property boundaries by electrical service or connection.

Section 1.6. Mercantile Project Condominium. T&K Property Management recognizes that CITY intends that a condominium organization will be established for the ownership of the Mercantile Project by which the CITY PARKING GARAGE will become identified as a single "unit" within the condominium and the mixed-use portion of the project will be identified as one or more other "units" within the condominium to be owned by the developer, or its successors in interest, and T&K Property Management recognizes and agrees that this Parking Lease is intended to be applicable to the CITY PARKING GARAGE, and to the condominium unit that is established therefore, and agrees that to the extent that it becomes necessary or appropriate in order to confine the application of this Lease to the CITY PARKING GARAGE portion of the Mercantile Project and to release any interest T&K Property Management may have in portions of the Mercantile Project other than the condominium unit associated with the CITY PARKING GARAGE, T&K Property Management agrees to execute such document or documents for such recording.

Section 1.7. T&K Project Condominium. The CITY recognizes that T&K Property Management intends that a condominium organization will be established for the ownership of the T&K Project by which condominium, the T&K Property may be identified as one or more "units" within the condominium with certain common elements to be governed by a condominium board or association and the CITY recognizes and agrees that this Parking Lease, being applicable to the successors in interest of T&K Property Management in the T&K Property, as set forth in Article 11, Section 11.2, below, and agrees that , so long as the successor in interest of this Lease is the governing board or association of the said T&K Property condominium, the CITY agrees to execute such document or documents for such recording; provided said condominium association or board is responsible for the obligations to the CITY under this Lease and the associated Easement and provided that said condominium association or board attorns to the CITY as the successor Tenant.

ARTICLE TWO – RENT, SERVICES AND ADDITIONAL PARKING SPACES TO BE AVAILABLE

Section 2.1. Rent. Tenant shall pay by the first of each month, without demand, rent for the DEMISED PREMISES. **Monthly rent shall be in the sum of One Thousand Eight Hundred Twenty and no/100 Dollars (\$1820.00) for the DEMISED PREMISES** as described in Section 1.1, above.

The rent shall be adjusted annually, effective as of the anniversary of the Effective Date hereof. The adjustment for any particular year shall be calculated as follows:

2.1.2. **Annual Rent Adjustment—Consumer Price Index.** The adjustment shall be automatically increased by two percent (2%) over the previous year's rent; unless either party provides notice to the other of a different rent adjustment based upon a "consumer price index" calculation, determined as follows:

2.1.2.1. **Computation.** Within 30 days after its publication and issuance, by the Bureau of Labor Statistics of the United States Department of Labor, a party may deliver to the other party suitable evidence as to the Revised Consumer Price Index-Cities (1967=100) (the Index) for the city of Minneapolis, Minnesota for "all items" for the first full calendar month immediately following the "Commencement Date" ("base month") and for the corresponding month of each year thereafter. [The "Index" may be obtained from the Bureau of Labor Statistics website: https://www.bls.gov/regions/midwest/news-release/consumerpriceindex_minneapolis.htm.] If the Index for each corresponding month in each subsequent lease year shows a decrease in the purchasing power of the annual base rent as compared, in each such year, to the Index for the base month, the notifying party, as soon as possible after delivery of each Index subsequent to the Index for the base month, shall furnish the other party with the computation of any adjusted (increased or decreased) amount to be paid by Tenant for the following year of this Lease. Such additional amount shall be divided into and paid in 12 equal monthly installments during each year of this Lease. Pending the determination of any adjustment to the rent amount to be paid by it, Tenant shall continue to pay such rent amount, adjusted by the above-stated two percent (2%) per year annual increase in base rent in monthly installments. The parties shall, in good faith, coordinate with each other to true-up any deficiency or surplus in rent that has been previously paid. Neither party shall be entitled under this Lease to look back farther than a single annual increase for any adjustment in other than the presumed two percent (2%) annual increase.

2.1.2.2. **Substitution.** If at the time required for the determination of the additional rent, the Index is no longer published or issued, or either the Landlord or the Tenant believes that the Index does not accurately reflect a relationship to the base data an increase in the cost of living, the parties shall use any other Index that is generally recognized and accepted for similar determinations of purchasing power.

Section 2.2. Security Deposit. None required.

Section 2.3. Utilities, Taxes and Common Area Maintenance (CAM) Expenses. Costs for utilities and expenses shall be as follows ("N.A." means not applicable):

	<u>Landlord</u>	<u>Tenant</u>
Heating & A/C	N.A.	N.A.
Electricity for City Parking Garage	X	
Electricity for Tenant's Parking Spaces and Tenant's Storage Area*		X
Water/Sewer/Garbage	N.A.	N.A.
Grounds Maintenance/Repairs	X	
Snow Removal from City Parking Garage	X	
Taxes - leasehold interest in Demised Premises		X
Taxes other than leasehold interest, above	X	
Common Areas-		
Maintenance/Janitorial	X	
DEMISED PREMISES – Cleaning/Janitorial		X
Window Cleaning –		
Exterior Surfaces	N.A.	
Interior Surfaces	N.A.	X
Real Property Insurance	X	
Personal Property Insurance		X

The Landlord, at Landlord's expense, will be responsible for payment of all common charges and condominium assessments associated with the condominium established for the Mercantile Project Condominium.

* Installation of such separate electrical service and the costs for utilities and expenses related to such electrical service for Tenant's Parking Spaces and Storage Area must be covered by separate arrangement or agreement with the condominium association for the Mercantile Condominium and/or the separate owners of the units of said condominium.

Landlord agrees to coordinate with, and cooperate with, Tenant in seeking suitable arrangements for such separate electrical service with the Mercantile Condominium Association or separate condominium unit owners. The parties recognize that such separate electrical service will likely need to be metered separately to identify the electrical costs to be borne by Tenant. The parties acknowledge and agree that to the extent that approval or agreement may be needed from the City of Fargo, as a condominium owner, such approval or agreement will require the approval of the board of city commissioners of the City of Fargo.

Section 2.4. Place of Payment. Rent shall be paid to Landlord at Landlord's address, stated above, or such other address as Landlord may require upon written notice to Tenant.

Section 2.5. Additional Parking Spaces Available for Rental. In addition to the lease of the DEMISED PREMISES as set forth herein and during the term hereof, the CITY grants to Tenant a non-exclusive right for the residential occupants of the T&K Property to enter into individual or separate leases—one for each occupant or one for each residential unit within the T&K Property, as the case may be, which grant is in the form of the CITY providing to T&K Property Management for such purposes the availability of sufficient parking spaces to accommodate such parking space needs of T&K Property Management, and its successors in interest, a maximum of five (5) parking spaces per day on a 24/7 basis (24 hours per day, seven days per week) for parking purposes in, over and on the CITY PARKING GARAGE, more fully described below. For purposes of the Lease, CITY will make said five (5) spaces available and grants T&K Property Management access to said five (5) spaces for said residential occupants of the T&K Property. The parties recognize that the CITY will have parking space rental agreements with multiple other users of the CITY PARKING GARAGE during daytime business hours and other times of the day; provided, however, that the CITY PARKING GARAGE will be operated in a manner consistent with other public parking garages wherein a significant portion of the available parking spaces are leased to businesses or individuals for parking during customary office hours; a portion are available for daily and hourly parking during customary office hours by general members of the public and, as part of the management approach, no single parking spaces reserved to any single individual or business but, rather, collectively parking spaces are leased and rented to a number that will utilize the parking to a maximum capacity.

2.5.1. T&K Property Management Users Parking Fee. With respect to the said maximum of five (5) parking spaces to be made available for lease by the said residential occupants of the T&K Property, said parking space rental leases will include the payment to the CITY of a fee of \$53 per month for each of said spaces that are leased, said fee applicable for said 24/7 availability as described above. This rate shall remain fixed for a period of five years from the date of opening of the CITY PARKING GARAGE said opening date deemed, hereby, to have occurred on November 1, 2020. Said lease, including said monthly rental rate, shall not be assignable by the said residential occupants. The CITY agrees to reserve a maximum of five (5) spaces, of all of the parking spaces that are to be leased or available for public parking, for lease to the said commercial tenants, including employees of commercial tenants working in the T&K Property, and residential tenants of the T&K Property. Said Eligible Lessees may contact the CITY, or its designated CITY PARKING GARAGE facility manager to determine whether any of the said maximum five (5) total available parking spaces are, in fact, available for lease. From and after the expiration of the initial said five-year period after the opening of the parking garage, for an additional period ending on the Termination Date above-defined, the same arrangements shall continue provided, however,

that the monthly parking fee for said lease shall be at the rate established by the City for parking that is charged to other monthly parkers.

2.5.2. The City will install, control and validate equipment that is adequate and sufficient to monitor parking as required for purposes of controlling access to parking. The City shall be responsible for maintenance and repair of such equipment.

ARTICLE THREE – USE OF DEMISED PREMISES AND SIGNAGE

Section 3.1. Use of Demised Premises, Inspections and Remedies for Violation. Use of the DEMISED PREMISES shall be in accordance with the terms hereof.

Section 3.2. Definitions. The following definitions shall apply to this Lease (unless the context suggests otherwise):

3.2.1. "Association" means the condominium board or association established by the declaration establishing the condominium for the T&K Property which serves as the governing board for the common elements of the condominium.

3.2.2. "Bicycle" means every device propelled solely by human power upon which any person may ride, having two tandem wheels or two parallel wheels and one forward or rearward wheel. The term includes an electric bicycle.

3.2.3. "Company vehicle" means the motor vehicle that is owned or leased by the business of the Owner or Occupant or by the employer of the Owner or Occupant and the vehicle is used by an Owner or Occupant by permission of said business owner of such vehicle and said business owner allows the vehicle to be used to travel to and from such Owner's or Occupant's home, said home being one of the Units, overnight or over the weekend or over any other non-work period or periods.

3.2.4. "Electric bicycle" means a bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of seven hundred fifty or fewer watts which meets the requirements of one of the following three classes:

3.2.4.1. A class 1 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty miles [32 kilometers] per hour is achieved.

3.2.4.2. A class 2 electric bicycle if the motor is capable of propelling the bicycle without the individual pedaling and the motor ceases to provide assistance when a speed of twenty miles [32 kilometers] per hour is achieved.

3.2.4.3. A class 3 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty-eight miles [45 kilometers] per hour is achieved.

3.2.5. “Motor vehicle” includes automobiles, motorcycles and every vehicle that is self-propelled, and, for purposes of motor vehicle registration, title registration, and operator’s licenses, motorized bicycles. The term does not include a snowmobile, an electric bicycle, a boat or a trailer.

3.2.6. “Motorcycle” means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding implements of husbandry. The term does not include an electric bicycle.

3.2.7. “Motorized bicycle” means a vehicle equipped with two or three wheels, foot pedals to permit muscular propulsion or footrests for use by the operator, a power source providing up to a maximum of two brake horsepower having a maximum piston or rotor displacement of 3.05 cubic inches [49.98 milliliters] if a combustion engine is used, which will propel the vehicle, unassisted, at a speed not to exceed thirty miles [48.28 kilometers] per hour on a level road surface, and a power drive system that functions directly or automatically only, not requiring clutching or shifting by the operator after the drive system is engaged, and the vehicle may not have a width greater than thirty-two inches [81.28 centimeters]. The term does not include an electric bicycle.

3.2.8. “Occupant” means any person or persons, other than an Owner, in possession of or residing in a Unit.

3.2.9. “Owner” means a Person who owns a Unit, but excluding contract for deed vendors, mortgagees, holders of reversionary interests in life estates and other secured parties within the meaning of North Dakota law. The term “Owner” includes, without limitation, contract for deed vendees and holders of a life estate.

3.2.10. “Permitted Garage Accessory Items” means the items as described in Subparagraph 3.4.1.2 of Section 3.4.

3.2.11. “Person” means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee, or other legal entity capable of holding title to real property.

3.2.12. “Personal Motor Vehicle” is a motor vehicle that is used by an Owner or Occupant for personal travel, not for commercial or for-profit purposes. A Company vehicle shall be deemed to be a personal motor vehicle even though the vehicle is owned by such business.

3.2.13. “President” means the executive officer of the Association, whether said officer’s title is “president” or “chair” or such other title.

3.2.14. "Unit" means one of the nine (9) residential condominium units established by, or to be established by, T&K Property Management in the declaration establishing the condominium for the T&K Property.

Section 3.3. Permitted Users of Enclosed Garages.

Assignment by Association of Enclosed Garages. The Association will be responsible for the assignment to applicable Units an Enclosed Garage. Such assignments will be made in the form of a license issued to the Unit's Owner. Until such time as a declaration establishing a condominium for the T&K Property is executed and such condominium form of ownership is thereby established, the role of the Association shall be performed by T&K Property Management, Tenant herein. Each of the Enclosed Garages shall be licensed and assigned to a Unit and said Enclosed Garages shall be assigned subject to the terms and conditions set forth in this Lease and the Association shall be responsible for all recordkeeping as to the names and contact information (i.e. addresses, telephone numbers and email addresses) of each Owner and Occupant and for the administration related to the use of the Enclosed Garages by Owners and Occupants thereof in accordance herewith. The following conditions and restrictions shall govern the assignment, use and transfer of the Enclosed Garages:

3.3.1. Upon and following the initial assignment of an Enclosed Garage to a Unit, the use rights with respect to the Enclosed Garage shall be deemed to be licensed by the Association exclusively to the Owner of the Unit to which the Enclosed Garage is assigned. The Association shall maintain records identifying the Enclosed Garages, the Units to which they are licensed, the names and contact information of the Owners of the Units and, if applicable the Occupants thereof if the Unit is not owner-occupied, and the dates of any assignment and licensing in accordance with the terms of this Article.

3.3.2. Subject to subsection 3.3.1, an Enclosed Garage license may be assigned to another Owner, but only by first delivering to the Association a written assignment, in form approved by the Association, signed by the assignor and the assignee. The Association shall review the proposed reassignment for compliance with this Article 3, and if the reassignment complies, the Association shall transfer the license on its records to the Unit owned by the assignee and issue a new Enclosed Garage license to the assignee. The license to use the Garage or Stall shall remain with the Unit to which it is assigned until the license is reassigned in accordance with this Article. In the absence of a proper reassignment to the contrary, a license assigned to a Unit at the time of such Unit's conveyance shall be automatically reassigned to the new Unit Owner with the conveyance of title for such Unit to the new Unit Owner.

3.3.4 Other than such assignment by an Owner to another Owner the license for an Enclosed Garage, no Owner shall rent or allow use of such Owner's licensed Enclosed Garage.

3.3.5 No secured party may hold any privileges for use of an Enclosed Garage unless such secured party is either an Owner or Occupant of such Enclosed Garage and such secured party has registered itself as an authorized licensee with the Association.

3.3.6 The Association may establish certain rules and regulations for the use of the Enclosed Garages and the administration of such assignment, licensing and use; provided, however, that the Association is not authorized to waive any restrictions on use or requirements for such use established by this Lease and any rule or regulation in conflict with such restrictions or requirements shall be invalid and void. The Association shall provide the City with up-to-date copies of any such rules and regulations as they are established and amended from time to time.

3.3.7 Any license, lease, rental, use, assignment, transfer or purported transfer of any interest in an Enclosed Garage in violation of this Article shall be null, void and of no force or effect.

3.3.8. The City and the Association will coordinate as to the issuance of pass-cards, transponder devices, card-control keys, access codes or the like as may be necessary or appropriate so that authorized Owners and Occupants may gain entrance to the City Parking Garage and, in addition, so that such authorized Owners and Occupants may gain access to their assigned Enclosed Garages. The Association will be responsible for administration of such matters and for assisting and coordination between Owners and Occupants and the City, acting through its staff and/or parking manager.

Section 3.4. Permitted Uses of Enclosed Garages – Prohibited Uses.

3.4.1. The Enclosed Garages are to be used solely for storage of Personal Motor Vehicles, Bicycles (including electric bicycles as provided by the definitions above), and Permitted Garage Accessory Items, as defined below and may not be used for storage of any other personal property of any kind nor for use of the Enclosed Garage space for any purposes other than such storage and the following provisions shall also apply:

3.4.1.1. Tenant may request that the Landlord install and/or fasten upon an inside wall of each Enclosed Garage no more than three (3) hooks or other wall-fasteners for personal attire such as a bicycle helmet or jacket or for light-weight equipment accessory to motor vehicle use or bicycle use, such as a portable air pump for filling pneumatic tires or a snow-shovel for a motor vehicle and, in addition thereto, Bicycles may be hung on wall-hooks or wall-fasteners, said hooks or other wall-fasteners to be installed in view of one of the glass windows in said Enclosed Garage. Tenant shall communicate Tenant's request to Landlord and Tenant shall supply the proposed hooks or

other wall-fasteners being requested. Landlord is solely responsible for, and authorized to, install and fasten said hooks or fasteners and Landlord shall undertake such installation within a reasonable time. Landlord shall have the discretion to position said hooks or wall fasteners so that they are within view of one of the said glass windows. In no event shall any wall-hooks, wall-fasteners or shelves be installed on precast structural portions of the CITY PARKING GARAGE including, in particular, any portion of the ceilings, the T-members in the ceilings, the floors or the walls of the CITY PARKING GARAGE structure. (See Subparagraph 1.5.1.6, above, regarding any written request by Tenant for authority to install light fixtures and electrical conduit at precise locations of the ceilings and/or walls of the CITY PARKING GARAGE structure.)

- 3.4.1.2. Tenant may request that the Landlord install in each of the Enclosed Garages and in the Level Four Storage Area a single shelf no larger than 3' x 1' in dimension for assembly or storage of acceptable items, as described in this Lease. Said shelf must be located at least 5 feet from the floor and must be installed in such location as to be in view of a person looking through at least one of the glass window openings described in the description of fit-up set forth in Section 1.5 of this Lease. Landlord is solely responsible for, and authorized to, install said shelves and Landlord shall undertake such installation within a reasonable time. Landlord shall have the discretion to position each of said shelves so that it is within view of one of the said glass windows. The Landlord-installed shelf may be used by Owners or Occupants, as the case may be, to whom an Enclosed Garage has been assigned for the storage of items that are accessory to the use of Personal Motor Vehicles and Bicycles but not for the repair of motor vehicles or Bicycles. No fire hazard shall be allowed to exist in an Enclosed Garage nor in the Level Four Storage Area, as proscribed by Article 9-05 of the Fargo Municipal Code as amended from time to time. In addition, no hazardous materials may be stored. No hazardous materials, as defined by the Fargo Fire Code, said Code currently being the International Fire Code that is adopted by reference in Article 9-07 of the Fargo Municipal Code Article 9-07, as amended from time to time. Such described and acceptable items for storage shall be referred to herein as "Permitted Garage Accessory Items". Said single shelf shall be the only permissible location for storage of Permitted Garage Accessory Items and no items of any kind may be stored in said Enclosed Garages nor in the Level Four Storage Area other than on the single shelf for each Enclosed Garage nor may any items of any type, other than permitted motor vehicles and Bicycles be stored on the floor of an Enclosed Garage or a Level Four Storage Area. In no event shall any wall-hooks, wall-fasteners or shelves be installed, without prior approval of the Landlord, on precast structural portions of the CITY PARKING GARAGE including, in particular, any portion of the ceilings, the T-members in the ceilings, the floors or the walls of the CITY PARKING GARAGE structure. (See Subparagraph 1.5.1.6, above, regarding any written request by Tenant for

authority to install light fixtures and electrical conduit at precise locations of the ceilings and/or walls of the CITY PARKING GARAGE structure.)

3.4.1.3. All glass windows in garage doors for the Enclosed Garages and in the pedestrian service door of the Level Four Storage Area must be kept clean and unobstructed.

3.4.1.4. No vehicle maintenance may be performed in an Enclosed Garage and no commercial activities may be conducted in the Enclosed Garages.

3.4.1.5. With respect to the Enclosed Garages, a sign must be displayed in a sufficiently-prominent location stating, "For personal vehicle and bicycle storage only. No other storage, vehicle maintenance, or commercial activities may be conducted in garages. All glass windows must be kept clean and unobstructed." Said sign must also state, "Screws, nails or other punctures prohibited. No person shall puncture any part of the precast structure, or any part thereof, of the CITY PARKING GARAGE including, in particular, any portion of the ceilings, the T-members in the ceilings, the floors or the walls of the CITY PARKING GARAGE structure."

3.4.1.6. With respect to storage within the Level Four Storage Area other than on the authorized shelf as described in this Lease, the Level Four Storage Area may not be used for storage of any objects other than Bicycles, Permitted Garage Accessory Items and/or non-flammable and non-combustible metal items. Further, a sign must be displayed in a sufficiently-prominent location stating, "Screws, nails or other punctures prohibited. No person shall puncture any part of the precast structure, or any part thereof, of the CITY PARKING GARAGE including, in particular, any portion of the ceilings, the T-members in the ceilings, the floors or the walls of the CITY PARKING GARAGE structure."

3.4.1.7. Use of Enclosed Garages and of Tenant's Level Four Storage Area must be related to, and accessory to, occupation of the adjacent condominium or townhome units and the use and occupancy of such parking and storage enclosures must be consistent with residential, not commercial, use.

3.4.1.8. Regulations promulgated by the City or by the parking manager of the CITY PARKING GARAGE that are generally applicable to users of the City Parking Garage shall be applicable to Owners and Occupants of the Enclosed Garages.

3.4.2. Upon reasonable notice as provided in Article 8, below, the Enclosed Garages and the Tenant's Level Four Storage Area shall be made available for inspection by the Fargo Fire Department, by the parking manager of the CITY PARKING GARAGE, and

by any other person or entity authorized by the CITY. Such inspections shall not interfere with the quiet enjoyment of the leased premises.

3.4.3. Violation of any of the requirements set forth in this Section or failure by the Tenant to make the Enclosed Garages and Tenant's Level Four Storage Area shall give rise to the following:

3.4.3.1. For an initial violation, the issuance by Landlord to Tenant of a written notice of violation issued to the Tenant, as provided in subparagraph 3.4.5, below, no penalty fee shall be payable so long as the violation is cured by the abatement thereof within thirty (30) days from Tenant's receipt of said notice. If the violation is not cured by such abatement within said thirty days, then a penalty fee shall be payable by Tenant of \$100. In the event Tenant cures said initial violation by abatement thereof within three (3) business days of Tenant's receipt of written notice, then such violation shall be treated as a non-occurrence. With respect to said initial violation being treated as a non-occurrence, such non-occurrence treatment shall mean that the next subsequent violation would, therefor, be treated as an initial violation.

3.4.3.2. For a 2nd violation within the same enclosure within six (6) months of the initial violation in the same Enclosed Garage or Level Four Storage Area, Landlord shall issue a notice of violation and levy a \$200 penalty fee against the Tenant payable to the Landlord.

3.4.3.3. For a 3rd violation within the same Enclosed Garage within 6 months of the 2nd violation:

- (a) deactivate the parking garage access issued for such Enclosed Garage issued by city for 30-90 days for garage unit in violation (but not other, compliant Enclosed Garages),
- (b) said Enclosed Garage licensee shall be prohibited from storing, or from allowing storage of, anything other than motor vehicles or Bicycles for a period of two years commencing from the date of the Landlord's order for the removal of hooks, wall-fasteners and storage.
- (c) levy of a \$500 penalty fee to the Tenant payable to the Landlord.

3.4.3.4. In the event of one or more subsequent violations pertaining to the same Enclosed Garage within 6 months of a prior violation or in the event of three (3) violations pertaining to the same Enclosed Garage occurring within any three-year period will result in the following consequences:

- (a) deactivate all access issued for such Enclosed Garage by City,
- (b) a three-year prohibition from storage of any items other than motor vehicles or Bicycles,
- (c) levy of a \$500 penalty fee to the Tenant payable to the Landlord in addition to reimbursement to City of the reasonable costs incurred by city.

3.4.3.5. Licensee shall be responsible for all costs and expenses relating to deactivating and reactivating access and storage of any contents of Enclosed Garage during any accompanying penalty period upon the expiration of any such penalty period at Tenant's sole expense, whether by the lapse of time or by conveyance to a bona fide new Owner as provided below.

3.4.3.6. In the event that a Unit is conveyed to a bona fide new Owner, any penalty period initiated against the Enclosed Garage assigned to such Unit will be reset and violations occurring during such penalty period shall not be held against such bona fide new Owner. A bona fide new Owner is the grantee of fee title to a Unit in a transaction involving, in good faith, the exchange of valuable consideration, between the grantor Owner and a new, grantee, Owner who is not related with the grantor Owner by blood or marriage and, in the case of a grant of fee title to or from a closely-held corporation, limited liability company, partnership or other form of business entity, the grantor and grantee Owners are not affiliated by one or more common shareholders, member interest or other equitable ownership in such business entity. The burden shall be upon the grantee Owner to establish that said Owner is a bona fide new Owner, with the decision to be made by the City Facilities Director.

3.4.4. With respect to a failure by the Tenant to make the Enclosed Garages and Tenant's Level Four Storage Area, or any of said spaces, available for inspection after reasonable notice as provided in the preceding subparagraph (3.4.2) shall give rise to a penalty to be imposed upon, and paid by, the Tenant in the sum of \$100, with the penalty to increase to \$250 for a second failure within any one-year period. In the event of a third failure within three years of an initial failure, the Landlord shall be authorized to deactivate all access for such all Enclosed Garages and the Level Four Storage Area with re-activation only occurring when Tenant and Landlord have reasonably agreed upon suitable measures to ensure future compliance. With respect to four or more such failures by the Tenant to make the Enclosed Garages and Tenant's Level Four Storage Area, or any of said spaces, available for inspection after reasonable notice, nothing in this subparagraph shall be construed to limit the Landlord's authority to claim a material breach of this Lease for such failure or failures.

3.4.5. Procedure for finding violations – City Director of Facilities. The Director of Facilities of the City of Fargo, or equivalent position within the City, shall be the decision maker, relative to the requirements and prohibitions as to storage in the Enclosed Garages or the Level Four Storage Area set forth in this Lease. Said decision shall be based upon credible evidence reported to the Landlord and after written notice is given to the Tenant as to the alleged violation and after the Tenant has been given a reasonable opportunity to respond. Decisions of the Director of Facilities, including decisions that an alleged violation has not been

cured, may be appealed to the board of city commissioners of the City of Fargo within thirty (30) days by written notice of appeal filed with the City Auditor with copies provided to the Director of Facilities. The board of city commissioners shall undertake a de novo review of the evidence and its decision shall be final. The Director of Facilities of the City of Fargo shall not be authorized to determine whether any violation of this Parking Lease by Tenant constitutes a material breach of this Lease but, rather, such determination shall remain with the board of city commissioners.

- 3.4.6. Association Powers Subrogated to City: Termination of License for Enclosed Garage and Assessment for Penalty Fees.** Tenant hereby subrogates to the city of Fargo any and all powers provided by any declaration establishing condominium or any covenants and restrictions that have been, or will be, GRANTED to the Tenant to terminate any license issued to a Unit Owner and/or Unit Occupant for use of an Enclosed Garage and to assess the Unit Owners for any penalties or fees assessed by the City for violations, as provided herein, for costs incurred by the Landlord as contemplated in this Lease, or for costs incurred by the City for abatement of nuisance as described in City ordinance and/or North Dakota state law, as applicable.

ARTICLE FOUR – PROPERTY TAXES

Section 4.1. Real Estate Taxes. Landlord shall be responsible for payment of real estate taxes and installments of special assessments against the property with the exception of any real estate taxes levied upon the Tenant's leasehold interest in the DEMISED PREMISES the payment of which shall be the responsibility of the Tenant.

ARTICLE FIVE – RISK MANAGEMENT PROVISIONS

Section 5.1. Indemnity. Tenant will indemnify the Landlord from loss, cost or expense including reasonable attorneys' fees incurred by reason of the negligent or willful acts or omissions of those for whom in the circumstances Tenant is responsible in law which also arise from Tenant's use or occupancy of the DEMISED PREMISES or that of the lawful owners of the T & K PROPERTY, of any condominium unit established upon the T & K PROPERTY, or of any lawful tenant of either the T & K PROPERTY or such condominium unit. Landlord will indemnify Tenant from loss, cost or expense including reasonable attorneys' fees incurred by reason of the negligent or willful acts or omissions of those for whom in the circumstances Landlord is responsible in law. These indemnities are limited (i) by the waivers set forth below, (ii) to the indemnitor's equitable share of the losses, costs or expenses based on the relative culpability of each person whose negligent or willful acts or omissions contributed to the loss, and; (iii) to direct, proximately caused damages as opposed to consequential or indirect damages or business interruption. Except for the foregoing limitations, neither party's right to damages or other relief for breach of this Lease or in negligence is limited. Landlord will not be responsible for damage caused to the Enclosed Garages or the Tenant's Level Four Storage Area caused by guests, invitees, or licensees of the

CITY PARKING GARAGE or any other members of the public using or occupying the CITY PARKING GARAGE. Tenant shall be solely responsible for repairs of any such damage at Tenant's sole expense. This section shall not be interpreted to prevent Tenant from seeking damages or compensation from said guests, invitees or licensees of the CITY PARKING GARAGE nor from other members of the public using or occupying the CITY PARKING GARAGE.

Section 5.2. Landlord's Insurance. The Landlord will provide commercial general liability insurance including standard form contractual liability coverage in amounts equal to those customarily carried by (and with no exclusions or limitations not generally accepted by) institutional owners of first-class office buildings in the area of the CITY PARKING GARAGE, for no less than \$2,000,000 combined single limit.

Section 5.3. Tenant's Insurance. Tenant will provide including standard form contractual liability coverage and commercial general liability insurance with a single limit of liability combined for bodily injury and property damage of \$2,000,000 which in accordance with its terms, will add Landlord as an additional insured with respect to vicarious liability for covered claims arising from Tenant's use, occupancy or maintenance of the DEMISED PREMISES.

Section 5.4. Waiver of Claim. Each party releases the other and the officers, directors, employees, and agents of the other (collectively, "Releasees") with respect to any claim the other party itself against any claim in tort or contract for direct or indirect loss, damage or destruction with respect to its property (including rental value or business interruption) resulting from the negligence of any Releasee or from any tortious act or breach of contract in the case of the other party itself. These releases are not conditioned on the terms of the insurance policies, if any, that each party obtains or the receipt of the proceeds thereof by a party.

Section 5.5. Limitation of Landlord's Liability. Transfer of DEMISED PREMISES. If the CITY PARKING GARAGE is sold or transferred, voluntarily or involuntarily, Landlord's lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner if: (i) the new owner expressly agrees in writing to assume Landlord's obligations; (ii) any funds of Tenant that the Landlord is holding are given to the new owner who acknowledges receipt in writing, and; (iii) copies of the writings referred to in (i) and (ii) above are delivered to Tenant.

ARTICLE SIX – BUILDING DESTRUCTION

Section 6.1. Total or Partial Destruction. In the event of any damage or destruction to the DEMISED PREMISES by fire or other cause during the term hereof, the following provisions shall apply:

- 6.1.1 If the building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by an independent appraiser, will equal or exceed thirty percent (30%) of the replacement value of the building

(exclusive of foundations) just prior to the occurrence of the damage, then Landlord may, no later than the 60th day following the damage, give Tenant written notice of Landlord's election to terminate this Lease.

6.1.2 If the cost of restoration as estimated by an independent appraiser shall amount to less than thirty percent (30%) of said replacement value of the building, or if, despite the cost, Landlord does not elect to terminate this Lease, Landlord shall restore the building and the DEMISED PREMISES with reasonable promptness, subject to delays beyond Landlord's controls and delays in making of insurance adjustments by Landlord; and Tenant shall have no right to terminate this Lease except as herein provided.

6.1.3 In any case where damage to the building shall materially affect the DEMISED PREMISES so as to render them unsuitable in whole or in part for the purposes for which they are demised hereunder, then, unless such destruction was wholly or partially caused by the negligence or breach of the terms of this Lease by Tenant, its employees, contractors or licensees, a portion of the rent based upon the amount of the extent to which the DEMISED PREMISES are rendered unsuitable shall be abated until repaired or restored. If the destruction or damage was wholly or partially caused by negligence or breach of the terms of this Lease by Tenant as aforesaid and if Landlord shall elect to rebuild, the rent shall not abate and the Tenant shall remain liable for the same.

ARTICLE SEVEN – CONDEMNATION

Section 7.1. Eminent Domain. In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the DEMISED PREMISES during this Lease, the following provisions shall apply.

Section 7.2. Total Condemnation. If the whole of the DEMISED PREMISES or the whole of the parking area shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding and all rentals shall be paid up to that date, and Tenant shall have no claim against the Landlord for any unexpired term of this Lease.

Section 7.3. Partial Condemnation. If any part constituting less than the whole of the DEMISED PREMISES shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall materially affect the DEMISED PREMISES so as to render the DEMISED PREMISES unsuitable for the business of the Tenant then the term of this Lease shall cease and terminate as of the date possession shall be taken by the condemning authority and rent shall be paid to the date of such termination. If Landlord and Tenant are unable to agree as to whether such partial taking or condemnation shall materially affect the DEMISED

PREMISES so as to render the DEMISED PREMISES unsuitable for the business of the Tenant then the matter shall be submitted to a judge for declaratory judgment on the issue.

Section 7.4. Landlord's Damages. In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right to claim any part thereof.

Section 7.5. Tenant's Damages. Although all damages in the event of any condemnation shall belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold to the fee of the DEMISED PREMISES, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recovered by Tenant's own right on account of any and all damages to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE EIGHT – LANDLORD'S ACCESS

Section 8.1. Landlord's Access to DEMISED PREMISES. In addition to the Tenant providing access for inspections as described in Section 1.5, above, and in accordance with parts 8.1.1 and 8.1.2 below, the Tenant agrees to permit the Landlord and the authorized representatives of the Landlord to enter the DEMISED PREMISES at all times during usual business hours for the purpose of inspection of the same and making any necessary repairs to the DEMISED PREMISES and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body that the Landlord may deem necessary to prevent waste or deterioration in connection with the DEMISED PREMISES. Nothing herein shall imply any duty upon the part of the Landlord to do any such work which, under any provision of this Lease, the Tenant may be required to perform and the performance thereof by the Landlord shall not constitute a waiver of the Tenant's default in failing to perform the same. Unless resulting from negligence or intentional acts, the Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the Tenant by reason of making repairs or the performance of any work in the DEMISED PREMISES or on account of bringing materials, supplies and equipment into or through the DEMISED PREMISES during the course thereof and the obligations of the Tenant under this Lease shall not thereby be affected in any manner whatsoever provided that Landlord minimizes inconvenience or disruption to Tenant to the extent commercially reasonable to do so.

Landlord may enter the DEMISED PREMISES, or any portion thereof:

- 8.1.1. At any time in case of emergency or if the Landlord reasonably believes the tenant has abandoned the premises.

8.1.2. Only during reasonable hours, and in a reasonable manner, for the purpose of inspecting the premises; for making necessary or agreed repairs, decorations, alterations, or improvements; for supplying necessary or agreed services; or for exhibiting the DEMISED PREMISES to actual or potential purchasers, insurers, mortgagees, real estate agents, tenants, workmen, or contractors. Unless it is impractical to do so, the Landlord shall first notify and receive the consent of the Tenant which shall not be unreasonably withheld, which consent shall identify a time certain. Landlord shall not abuse the right of access or use it to harass or intimidate the tenant. For the purposes of this section, consent shall be presumed from failure to object to access after notice of intent to enter at a time certain has been given. Notice may be given by personal service upon the president of the Association or by any other method which results in actual notice to the Tenant.

Section 8.2. Demised Premises Not Dwelling Occupancy. The Landlord and Tenant acknowledge, understand and agree that the permitted uses of the DEMISED PREMISES do not include dwelling occupancy by any person or persons and, therefore, the DEMISED PREMISES is hereby deemed to not be part of a dwelling unit under North Dakota landlord/tenant law, including N.D.C.C. §47-16-07.3 (entitled, "When Landlord May Enter Apartment"). Nothing in this Lease shall limit any homestead rights described in North Dakota Century Code Chapter 47-18 to the extent such rights may be applicable.

ARTICLE NINE – DEFAULT

Section 9.1. In the event of any failure of Tenant to pay any rent due to Landlord within 45 days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 60 days after written notice of such failure have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Tenant of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon the DEMISED PREMISES or suffer this Lease to be taken under any writ of execution, then in any such event Tenant shall be in default hereunder, and Landlord in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the DEMISED PREMISES and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In addition to the foregoing, in the event that Tenant has become in arrears on unpaid rent for longer than 45 days more than three (3) times in any three (3) year period, upon the third such event, Tenant shall be deemed to have defaulted in the same

manner as if Tenant had failed to pay any rent due to Landlord within 45 days, as set forth above.

- 9.1.1 Should Landlord elect to re-enter the DEMISED PREMISES, as herein provided, or should it take possession of the DEMISED PREMISES pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the DEMISED PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such terms and conditions as Landlord in its sole discretion may deem advisable. Upon each subletting all rentals received by the Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by Tenant and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to Landlord. No such re-entry or taking possession of the DEMISED PREMISES by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time after such re-entry and reletting elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the DEMISED PREMISES, reasonable attorneys' fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the DEMISED PREMISES for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.
- 9.1.2 Landlord may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is reasonably necessary to cure any default of Tenant herein and the amount so spent, and costs incurred, including attorney fees in curing such default, shall be paid by Tenant, as additional rent, upon demand.
- 9.1.3 In the event suit shall be brought for recovery of possession of the DEMISED PREMISES, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein

contained on the part of Landlord or Tenant to be kept or performed, and a breach shall be established, the prevailing party in the suit shall be entitled to recover reasonable attorney's fees and costs incurred as a result of the litigation in addition to any amounts recoverable under this Lease. The prevailing party in the suit shall be entitled to recover interest on all damages, other than such reasonable attorney's fees and costs awarded by the court, shall accrue interest at the then current legal rate for interest on judgments under North Dakota law from the date of entry of judgment (hereinafter the "Contract Interest Rate").

- 9.1.4 No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

Section 9.2. Overdue Payments. Monthly rent shall be due and payable, in advance, on the first date of each month. Additional rent shall be due thirty (30) days after the invoice is received by Tenant. Any rent not paid when due, shall be subject to an automatic penalty of \$100 per occurrence and bear interest at the rate of eight percent (8%) per annum, or the highest rate of interest permitted by law, whichever rate is less.

ARTICLE TEN

Section 10.1. Certificate of Estoppel. The Tenant agrees at any time and from time to time upon not less than twenty (20) days' prior written request by the Landlord to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect, or if modified, in full force and effect, and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgage or assignee of any mortgage upon the fee of the DEMISED PREMISES.

Section 10.2. Subordination. Upon request of Landlord, Tenant will subordinate this Lease and its rights hereunder to the lien of any mortgage, trust deed or other instrument resulting from any method of finance and refinancing, now or hereafter in force against the land and buildings which constitute the DEMISED PREMISES, and to all advances made or hereafter to be made upon the security thereof, provided, however, that such mortgage or instrument of finance will agree that, in the event any action is taken to foreclose the lien of the mortgage, this Lease and all rights of the Tenant under its terms to use and quiet possession of the DEMISED PREMISES shall not be disturbed and shall continue in full force and effect so long as Tenant shall faithfully discharge each and every obligation on its part to be kept and performed under the terms of this Lease.

Section 10.3. Event of Sale. In the event of the sale of the DEMISED PREMISES, Landlord shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from

and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Landlord herein. Notwithstanding the foregoing provisions of this section, Landlord, in the event of a sale of the DEMISED PREMISES, shall cause to be included in the agreement of purchase and sale a covenant whereby the purchaser of the DEMISED PREMISES assumes and agrees to carry out all of the covenants and obligations of Landlord herein.

ARTICLE ELEVEN – SURRENDER AND SUCCESSORS IN INTEREST.

Section 11.1. Surrender. On the expiration date or upon the termination hereof upon a day other than the expiration date, Tenant shall peaceably surrender the DEMISED PREMISES broom-clean in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty excepted. On or before the expiration date or upon termination of this Lease on a day other than the expiration date, Tenant shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the DEMISED PREMISES and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Tenant at its own expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Landlord or Tenant upon the DEMISED PREMISES shall remain upon and be surrendered with the DEMISED PREMISES as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. Tenant shall also be responsible for removal of the Service Doors and for closing, in a commercially-reasonable manner, the openings in the north wall of the Garage Unit that served the Enclosed Garages and the Level Four Storage Area. Upon request by Tenant, Landlord and Tenant shall identify and designate such fixtures as “trade fixtures” from time to time, as such trade fixtures are installed which designation by Landlord shall not be unreasonably withheld. If the DEMISED PREMISES are not surrendered on the expiration date or the date of termination, Tenant shall indemnify Landlord against loss or liability, claims, without limitation, made by any succeeding Tenant founded on such delay. Tenant shall promptly surrender all keys for the DEMISED PREMISES to Landlord at the place then fixed for payment of rent and shall inform Landlord of combinations of any locks and safes on the DEMISED PREMISES.

Section 11.2. Successors in Interest. Subject to the obligations of the Tenant and Landlord with respect to the establishment of a condominium form of ownership for the T&K PRPROPERTY as set forth in Section 1.7, above, this Lease shall run with the land and shall inure to the benefit of the assigns and successors in interest of Tenant as to ownership of the T&K PROPERTY and of Landlord, as to ownership of the CITY PARKING GARAGE.

ARTICLE TWELVE – RESERVED

ARTICLE THIRTEEN – LIENS

Section 13.1. Mechanics' Liens. Tenant will not permit to be created or to remain undischarged in any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialmen, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant which might be or become a lien or encumbrance or charge upon the subject DEMISED PREMISES or any portion thereof or the income and interest of Landlord in the DEMISED PREMISES or any portion thereof that might be impaired. Any amount so paid by Landlord and all costs and expenses, including attorney's fees, incurred by Landlord in connection with discharge and/or removal of such lien, encumbrance or charge shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall obligate Landlord to pay or discharge any lien created by Tenant.

13.1.1 The provisions of this section shall apply with respect to Tenant's work or any other work performed on the DEMISED PREMISES at any time during the term hereof.

ARTICLE FOURTEEN – GARBAGE REMOVAL

Section 14.1. Garbage and Rubbish Removal. Tenant shall be responsible for the removal of all garbage and rubbish generated from DEMISED PREMISES.

ARTICLE FIFTEEN – NOTICES & CONSENTS

Section 15.1. Notices. All notices, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the parties as follows (or at such other address as a party may from time to time designate by notice given pursuant to this Section):

To Tenant: T&K Property Management LLC
 425 Broadway N.
 Fargo, ND 58102

To the City: City Auditor
 Fargo City Hall
 225 North 4th Street
 Fargo, ND 58102

and to: Director of Facilities
Fargo City Hall
225 North 4th Street
Fargo, ND 58102

Each notice shall be deemed given and received on the date delivered if served personally or, if sent by United States registered or certified mail or by overnight delivery service, then on the day so sent to the address of the respective party, as provided in this section, postage pre-paid. Whenever a party must or may act within a prescribed period after service or delivery is made by mail or third-party commercial carrier, three days are added after the prescribed period required herein would otherwise expire. Notices sent by a party's designated legal counsel shall be deemed notices sent by such party.

Section 15.2. Intent of Parties. Except as otherwise provided herein, the Tenant covenants and agrees that if it shall at any time fail to pay any such cost or expense, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the Landlord may, but shall not be obligated to do so, and without notice to or demand upon the Tenant and without waiving or releasing the Tenant from any obligations of the Tenant in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as the Landlord may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by the Landlord, together with interest at the Contract Interest Rate from the date of making of such expenditure by landlord, shall be deemed additional rent hereunder, and shall be payable to Landlord on demand. Tenant covenants to pay any such sum or sums with interest as aforesaid and the Landlord shall have the same rights and remedies in the event of non-payment thereof by Tenant as in the case of default by Tenant in the payment of the base rent payable under this Lease.

In the event the Landlord fails to perform any covenant or obligation to be kept by Landlord under this Lease, Tenant at its option may cure the Landlord's failure to perform Landlord's covenants and obligations, having first given Landlord reasonable notice of such failure to perform, and a reasonable opportunity for Landlord to so perform. Tenant shall be entitled to an offset against future rents equal to the reasonable costs, including interest at the Contract

Interest Rate from the date of payment, incurred by Tenant to complete performance of the Landlord's covenants and obligations under the Lease.

Section 15.3. Consents by Landlord.

15.3.1 Whenever provision is made under this Lease for Tenant securing the consent or approval by Landlord, such consent or approval shall only be in writing.

15.3.2 The following persons are authorized to act on behalf of Landlord/Tenant:

As to Landlord, any one or more of the following are authorized to act or make decisions:

Director of Facilities
Fargo City Hall
225 North 4th Street
Fargo, ND 58102

or, in lieu thereof, such other person or persons authorized in writing by the Mayor with the consent of the board of city commissioners of the city of Fargo.

As to Tenant, any one or more of the following are authorized to make decisions:
Thomas Smith, Kari Smith

Section 15.4. No Agency Relationship. The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between the parties being that of Landlord and Tenant.

Section 15.5. Governmental Regulations. Nothing in this Lease shall be interpreted or construed to constitute a waiver of existing local, state or federal law and, therefore, Tenant shall at Tenant's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the said DEMISED PREMISES and shall faithfully observe in the use of the DEMISED PREMISES all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

Section 15.6. Waiver. The waiver by the Landlord of any breach or default of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach of the Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of said preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing by Landlord.

Section 15.7. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required during the term of this Lease, the performance of such act shall be excused for the period of the delay. The provisions of this section shall not operate to excuse Tenant from the prompt payment of rent, additional rent or any other payments required by this Lease.

Section 15.8. Mutual Release of Claims. The City and T&K Property Management, for themselves, their owners, representatives, agents, officials, employees, successors, attorneys in fact, attorneys, and assigns, hereby release and forever discharge each other from and against any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based in tort, contract, or other theory of recovery, which they had or now have on account of claims which in any way relate to the project which is the subject of this Lease including but not limited to any alleged actions or omissions taken by the City. This Mutual Release in no way affects the City's ability in the future to inspect the subject property and does not waive any future claim regarding failure to comply with any city building code, Fargo Municipal Code, or like-kind regulations.

ARTICLE SIXTEEN – HAZARDOUS WASTE

Section 16.1. Hazardous Waste. During the term of this Lease, including any extensions hereof, and until Tenant surrenders possession of the lease DEMISED PREMISES, Tenant covenants that it shall not violate any present and future environmental laws, ordinances, rules or regulations, and that Tenant shall not permit the generation, creation, treatment, incorporation, discharge, disposal, escape, release or threat of release of any contaminant above, upon, under, within or from the lease DEMISED PREMISES.

ARTICLE SEVENTEEN – NOISE, QUIET ENJOYMENT

Section 17.1. Nuisance, Noise or Disturbance. Tenant recognizes that downtown Fargo, where the DEMISED PREMISES is located, is a mixed-use area and also recognizes the proximity of the railroad to the DEMISED PREMISES and waives any nuisance or other claim related to the noise, vibration, or other effect related to the use of, or proximity to, the railroad and or related to other noises or uses of other property nearby, including heating, air conditioning or other mechanical equipment.

Section 17.2 Quiet Enjoyment: Notwithstanding the above, Landlord covenants and agrees that so long as Tenant is not in default under the terms of this Lease, Tenant shall have quiet and peaceful possession of the DEMISED PREMISES and shall enjoy all the rights granted herein without interference.

Section 17.3. Non-Disturbance Agreement. With respect to any first lien mortgages, deeds of trust or other liens entered into by and between landlord and any such mortgage and/or any beneficiary of any deed of trust or other such lien granted by landlord, or lessor under any ground lease (collectively as "Landlord's Mortgagee"), at or prior to the time the lease is entered into, or thereafter, landlord shall secure and deliver to Tenant, at or prior to the time the lease is entered into, or as of the date of any subsequent first lien mortgages, deeds of trust or other liens, or ground lease, as the case may be, a non-disturbance agreement executed by Landlord's Mortgagee for the benefit of Tenant whereby, as a condition to any attornment or subordination by Tenant to Landlord's Mortgagee, Tenant shall not be disturbed in its possession of the DEMISED PREMISES throughout the term or its rights under the Lease terminated by Landlord's Mortgagee so long as Tenant is not in material default (to be defined in the Lease) beyond a reasonable notice and cure period. The Landlord's Mortgagee must (a) agree to apply the proceeds of casualty insurance or condemnation awards to the restoration of the improvements unless the Lease is cancelled and (b) not require exculpations different in scope or nature from those granted to Landlord under the Lease.

ARTICLE EIGHTEEN – GENERAL PROVISIONS

Construction. If any portion of this Lease is, or becomes, invalid or unenforceable, the remainder of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope of this Lease nor the intent of any provision thereof.

Memorandum of Parking Lease for Recording. A memorandum of this Lease may be prepared by either of the parties which, upon agreement of the parties as to form, may then be recorded against both the T&K Property and the CITY PARKING GARAGE property at the Office of the Recorder for Cass County, North Dakota. Either party shall be authorized to record said memorandum.

Counterparts. This Lease may be executed in several facsimile or scanned counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

LANDLORD:

DATE SIGNED: _____

CITY OF FARGO,
a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

TENANT:

DATE SIGNED: _____

T&K Property Management LLC

By: _____
Name: Thomas Smith
Title: Managing member

[IMPORTANT NOTICE: Commencement date of this Parking Lease will be the first of the month following the date this Lease is last signed by the parties, above. See Section 1.4, above.]

EXHIBIT "A"
TO PARKING LEASE AGREEMENT
FLOOR PLAN -- DEMISED PREMISES

(attached)

EXHIBIT "B"
TO PARKING LEASE AGREEMENT

FIT-UP

(attached)

57

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: OCTOBER 2, 2023

RE: 2024 BUDGET

The 2024 preliminary budget and taxation hearing was held on September 18th. The purpose of the hearing was to allow public input on the proposed tax levies and any comments on the preliminary budget.

The City Commission is required to approve a final budget no later than October 7th, therefore, I am asking for your consideration of these recommendations.

Suggested Motion: To approve the preliminary budget as the final budget for 2024 and the proposed tax levies as presented.

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: OCTOBER 2, 2023

SUBJECT: HUMAN RIGHTS COMMISSION APPOINTMENT

Hamida Dakane who serves on the Human Rights Commission has resigned her position. Her term would have expired on July 1, 2024.

Tambah Saah has submitted an application indicating interest in serving on the Board and I am therefore recommending his appointment. I have attached his web application for your information.

Your favorable consideration of this recommendation will be greatly appreciated.

RECOMMENDED MOTION: To approve the appointment of Tambah Saah to fill the unexpired term of Hamida Dakane for a term ending July 1, 2024.

Attachments
mmappts23hrc

Kember Anderson

From: noreply@cityoffargo.com
Sent: Wednesday, September 01, 2021 1:00 AM
To: Commissions Applications
Subject: New Form Submission: Getting involved in government

Name:

[Tambah Saah]

Mailing Address:

[REDACTED]

City:

[FARGO]

State:

[North Dakota]

Zip:

[58104]

Work Phone:

[REDACTED]

Home Phone:

[BLANK]

E-mail:

[REDACTED]

Which boards or commissions would you like to be considered for?

[Human Relations Commission]

Briefly state why you would like to be on this panel:

[I chose to be on this committee because of my life experiences as an immigrant, refugee, and a minority who have interacted, lived and worked with people of all decent and statuses. I have the ability to understand and assimilate to people culture and teach the messages of peace, oneness and empathy amongst all people thorough assimilative actions.]

How many hours per month could you volunteer as a panel member?

[40]

Please list any past experience you have with city government here or in other cities:

[I worked as a filed inspector for the ministry of Labour, Liberia, West Africa. I have volunteered with feeding homeless shelter in Bismarck. I worked and volunteer with the Dakota boys and Girls Ranch as a mentor.]

Please describe any professional experience you have related to the responsibilities of the panel you are interested in:

[I hold an AA degree in Liberal ARTS, and currently senior PASAEKA SCHOOL OF BUSINESS at the MINNESOTA STATE UNIVERSITY MOOREHEAD.]


We will retain your application for three years and consider you for the board you have indicated interest in when a vacancy arises.

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586

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY 

DATE: OCTOBER 2, 2023

SUBJECT: APPOINTMENT TO THE LIBRARY BOARD

Carrie Peterson who serves on the Library Board has resigned her position. Her term would have expired on June 30, 2024.

John Rodenbiker has submitted an application indicating interest in serving on the Board and I am therefore recommending his appointment. I have attached his web application for your information.

Your favorable consideration of this recommendation will be greatly appreciated.

RECOMMENDED MOTION: To approve the appointment of John Rodenbiker to fill the unexpired term of Carrie Peterson on the Library Board for a term ending June 30, 2024.

Kember Anderson

From: noreply@cityoffargo.com
Sent: Tuesday, June 13, 2023 1:14 PM
To: Commissions Applications
Subject: New Form Submission: Getting involved in government

Name:

[John Rodenbiker]

Mailing Address:

[Redacted]

City:

[Fargo]

State:

[North Dakota]

Zip:

[58103-2620]

Work Phone:

[Redacted]

Home Phone:

[Redacted]

E-mail:

[Redacted]

Which boards or commissions would you like to be considered for?

[Library Board]

Briefly state why you would like to be on this panel:

[I feel strongly that public libraries are critical resources. I identify closely with the mission of the American Library Association to "provide leadership for the development, promotion and improvement of library and information services and the profession of librarianship in order to enhance learning and ensure access to information for all." I want to support intellectual freedom, literacy, and organizational effectiveness. I want to oppose book bans, censorship, and intolerance.]

How many hours per month could you volunteer as a panel member?

[As many as it takes to be an effective board member and community leader.]

Please list any past experience you have with city government here or in other cities:

[I have served as an elected member of the Fargo Board of Education from 2016-2020. In that role I had regular interactions with the public and all levels of government.]

Please describe any professional experience you have related to the responsibilities of the panel you are interested in:

[I have worked in the information technology field for more than two decades, specializing in risk management, cyber/information security, and leading and managing people. I have an MBA from NDSU, and several professional certifications in risk management, audit, corporate governance, and technology/cybersecurity specialties. I have experience managing teams of dozens of people and budgets in the millions of dollars.]

We will retain your application for three years and consider you for the board you have indicated interest in when a vacancy arises.

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59a

September 13, 2023

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3380 Maplewood Ct S as submitted by Roger and Canan Green. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$145 with the City of Fargo's share being \$44.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Lot 2 Blk 2
Harwood Groves 3rd
2. Address of Property 3380 Maplewood CT S
3. Parcel Number 01-1146-00090-000
4. Name of Property Owner Roger Green Phone No. 701-293-784
5. Mailing Address of Property Owner 3380 Maplewood CT S

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Bathroom remodel
7. Building permit No. N/A 8. Year built (residential property) 1992
9. Date of commencement of making the improvements 05/27/2022
10. Estimated market value of property before the improvements \$ _____
11. Cost of making the improvement (all labor, material and overhead) \$ > \$ 20,000
12. Estimated market value of property after the improvements \$ _____

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
- Applicant Roger Green Date 8/3/2023

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
- Assessor/Director of Tax Equalization [Signature] Date 9-15-2023

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
- Approval is subject to the following conditions: _____
- Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.
- Chairperson _____ Date _____



596

August 9, 2023

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1421 12 St S as submitted by Adam Halter. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$140 with the City of Fargo's share being \$24.

Sincerely,

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

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)


Property Identification

1. Legal description of the property for which exemption is claimed Lt 12, Blk 2, Bulands Subd
Huntington
2. Address of Property 1421 12 St S
3. Parcel Number 01-0280-00360-000
4. Name of Property Owner Adam T Halter Phone No. 701-893-8007
5. Mailing Address of Property Owner Same


Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Replace siding
7. Building permit No. 2210-0181 8. Year built (residential property) 1953
9. Date of commencement of making the improvements 2023
10. Estimated market value of property before the improvements \$ 221,700
11. Cost of making the improvement (all labor, material and overhead) \$ ~~40,000~~ 15,000
12. Estimated market value of property after the improvements \$ 232,000

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
- Applicant  Date 06 Jul 2023

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application
do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
- Assessor/Director of Tax Equalization  Date 9-15-2023

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: _____
- Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.
- Chairperson _____ Date _____



590

August 9, 2023

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3013 9 St N as submitted by Cory and Laura Marcuson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$161 with the City of Fargo's share being \$27.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Lot 12 Block 3
Knollbrook
2. Address of Property 3013 9th St. N
3. Parcel Number 01-1660 - 00390 - 000
4. Name of Property Owner Cory & Laura Marcason Phone No. 701-793-5719
5. Mailing Address of Property Owner 3013 9th St. N Fargo

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Main Floor Remodel
7. Building permit No. 20070091 8. Year built (residential property) 1967
9. Date of commencement of making the improvements 7-15-2020
10. Estimated market value of property before the improvements \$ _____
11. Cost of making the improvement (all labor, material and overhead) \$ 11,900
12. Estimated market value of property after the improvements \$ _____

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
- Applicant [Signature] Date 7-20-23

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
- Assessor/Director of Tax Equalization [Signature] Date 9-15-2028

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
- Approval is subject to the following conditions: _____
- Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.
- Chairperson _____ Date _____



A handwritten signature, possibly "Egd", enclosed within a hand-drawn oval.

September 20, 2023

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1431 4 Ave S as submitted by Brian Dahlin. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$32 with the City of Fargo's share being \$10.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

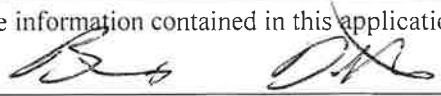
Property Identification

1. Legal description of the property for which exemption is claimed Lt F, Blk 28, Eddy & Fullers Outlots
2. Address of Property 1431 4 Ave S
3. Parcel Number 01-0700-01750-000
4. Name of Property Owner Brian Dahlin Phone No. 701-371-4083
5. Mailing Address of Property Owner Same


Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Reside dwelling
7. Building permit No. 2305-0512 8. Year built (residential property) 1899
9. Date of commencement of making the improvements May 2023
10. Estimated market value of property before the improvements \$ 105,400
11. Cost of making the improvement (all labor, material and overhead) \$ 8,775
12. Estimated market value of property after the improvements \$ 109,600

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
- Applicant  Date 7/26/2023

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
- Assessor/Director of Tax Equalization  Date 9-25-2023

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
- Approval is subject to the following conditions: _____
- Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.
- Chairperson _____ Date _____



September 20, 2023

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2409 Parkview Dr. S as submitted by Peggy Bokn. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$115 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in black ink that reads "Mike Splenskowski".

Mike Splenskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Lt 12, Blk 1, Parkview South 7th
2. Address of Property 2409 Parkview Dr S
3. Parcel Number 01-5160-00120-000
4. Name of Property Owner Peggy Bokn Phone No. _____
5. Mailing Address of Property Owner Same

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Replace siding
7. Building permit No. 2305-1061 8. Year built (residential property) 1998
9. Date of commencement of making the improvements June 2023
10. Estimated market value of property before the improvements \$ 327,500
11. Cost of making the improvement (all labor, material and overhead) \$ 20,000
12. Estimated market value of property after the improvements \$ 342,500

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Peggy Bokn Date 9/14/23

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application
do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization [Signature] Date 9-25-2023

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: _____

Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.

Chairperson _____ Date _____



594

September 20, 2023

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 715 3 St N as submitted by Brent Merrigan. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$350 with the City of Fargo's share being \$105.

Sincerely,

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

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Lot 8 Block 1 Lindsays
2. Address of Property 715 3 St N
3. Parcel Number 01-1760-00080-000
4. Name of Property Owner Brent Merrigan Phone No. 701-388-7057
5. Mailing Address of Property Owner 512 10 Ave N, Casselton, ND 58012

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Main & 2nd floor remodel. Updated furnace & c/a unit.
7. Building permit No. N/A 8. Year built (residential property) 1902
9. Date of commencement of making the improvements 01/01/2022
10. Estimated market value of property before the improvements \$ _____
11. Cost of making the improvement (all labor, material and overhead) \$ _____
12. Estimated market value of property after the improvements \$ _____

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Brent A. Merrigan Date 9-15-23

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization White Gilbert Date 9-25-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: _____

Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.

Chairperson _____ Date _____