

FARGO CITY COMMISSION AGENDA  
Monday, September 30, 2024 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 16, 2024).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Harwood's 4th Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/16/24.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Legacy I Eighth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/16/24.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Legacy I Eighth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/16/24.
- 4. Renewal of the Alcoholic Beverage and Live Entertainment Licenses until 9/30/25, contingent upon all essential requirements for renewal are met by 9/30/24.
- 5. Applications for Games of Chance:
  - a. 4 Luv of Dog Rescue for a raffle on 11/2/24.
  - b. Eagles Elementary PTA for bingo on 10/25/24 and 2/11/25.
  - c. Family Wellness for a raffle on 10/24/24.
  - d. Fargo South High School for a raffle on 10/22/24-2/25/25.
  - e. Kennedy Elementary PTA for a raffle on 10/25/24.
  - f. Sts. Anne and Joachim Catholic Church for a raffle on 11/10/24.
  - g. United Way of Cass-Clay for a raffle on 11/29/24.
  - h. Women's Care Center (FirstChoice Clinic) for bingo on 10/15/24.
- 6. Consent to Construction with JBJ Properties, LLC for a parking lot located at 5508 and 5418 53rd Avenue South.
- 7. Conduit Lease Agreement with VAL-ED Joint Venture, LLP d/b/a 702 Communications for conduit in the 4th Street Duct Bank.
- 8. Variance Acknowledgement and Liability Waiver with Riverside Cemetery Association to construct a ossuary and columbarium structure at 2102 5th Street South.

9. Encroachment Agreement (Bus Pullout) with Oak Grove Lutheran School for a bus pullout at 2710 32nd Avenue South.
10. Agreements Regarding Deferral of Special Assessments with A & T Land Co. LLC for properties located at 6000 45th Street South, 6132 45th Street South, 6679 45th Street South and 6897 45th Street South.
11. Negative Final Balancing Change Order No. 1 in the amount of -\$192,930.10 for Project No. PR-21-E1.
12. Memorandum of Understanding Regarding Construction and Maintenance with the Park District of the City of Fargo for the River Drive Shared Use Path (Improvement District No. SN-14-A1).
13. Memorandum of Understanding Regarding Construction and Maintenance with the Park District of the City of Fargo for the Drain 27 Shared Use Path (Improvement District No. SN-25-A0).
14. Change Order No. 3 in the amount of \$4,614.50 and time extension to the final completion date to 2/14/25 for Improvement District No. BN-23-E1.
15. Reimbursement to St. Mary's Cathedral in the amount of \$12,587.17 for repair of the sprinkler system damaged during construction (Improvement District No. BR-23-C1).
16. Create Improvement District No. BR-25-A (Paving and Utility Rehab/Reconstruction).
17. Contract and bond for Improvement District No. BR-23-G3.
18. Bid Award to Valley Green and All-Terrain for snow and ice removal services (RFP24314).
19. Items from the FAHR Staff Meeting:
  - a. Receive and file General Fund – Budget to Actual through 8/31/24.
  - b. Fire Department Budget adjustment in the amount of \$150.00.
  - c. ND Department of Transportation Traffic Safety Contract in the amount of \$49,000.00 for the Fargo Police Department (CFDA #s 20.600, 20.608 and 20.616).
  - d. Revised plans for the Parking Garage on NP Avenue.
20. Authorize the City Attorney's office to sign a letter of support to the FAA for the Certificate of Waiver/Authorization for the Red River Valley Unmanned Aircraft Systems Unit.
21. Memorandum of Understanding Related to Joint Training Program for West Fargo and Fargo Fire Department Recruits with the City of West Fargo.
22. Master Service Agreement with AdShark (RFP24278).
23. Agreement for Services with Clay County Public Health.
24. Notice of Grant Award from the ND Department of Health and Human Services for PHEP City Readiness Initiative (CFDA #93.069).
25. Notice of Grant Award from the ND Department of Health and Human Services for HIV.HCV Counseling, Testing and Referral (CFDA #93.940).

26. Notice of Grant Award from the ND Department of Health and Human Services for Combatting Obesity (CFDA #93.991).
27. Notice of Grant Award from the ND Department of Health and Human Services for PHEP-EPR All Hazards (CFDA #93.069).
28. Contract Agreement for Services with New Life Center.
29. Contract Agreement for Services with New Roots Midwest.
30. Contract Agreement for Services with Soul Solutions.
31. Contract Agreement for Services with Southpointe Pharmacy.
32. Contract Agreement for Services with Kelly Buettner-Schmidt.
33. Letter of Support for the EPA 319 Grant Proposal.
34. Amendment No. One to Consulting Agreement with czb, LLC for Land Development Code and Incentive Policy Updates (RFP22159).
35. Exempt Purchase from Butler Machinery in the amount of \$144,701.97 for the Solid Waste Landfill Gas Generator maintenance and top-end overhaul (EX24336).
36. Task Order No. 1 with HDR Engineering, Inc. in the amount of \$179,130.00 for the reconditioning and piping improvements for Water Tower No. 6 Project.
37. Amendment No. 1 to Task Order No. 22 with AE2S in the amount of \$96,850.00 for Project No. WA2152.
38. Bills.

#### **REGULAR AGENDA:**

39. Recommendation to approve the purchase of Flock Safety technology from the Flock Group, Inc. for the Fargo Police Department (SSP24324).

#### **PUBLIC HEARINGS - 5:15 pm:**

40. **PUBLIC HEARING** – The Pines at the District Second Addition and The Pines at the District Addition (4400 56th Avenue South and 5691 43rd Street South); approval recommended by the Planning Commission on 9/5/24:
  - a. Zoning Change from MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay.
  - b. 1st reading of rezoning Ordinance (The Pines at the District Second Addition).
  - c. 1st reading of rezoning Ordinance (The Pines at the District Addition).
41. **PUBLIC HEARING** - Renaissance Zone Rehabilitation Project for TA Investments, LLC (Project 366-F) for the rehabilitation of a residential property located at 315 Main Avenue.
42. **PUBLIC HEARING** - Special Assessment of Business Improvement District (BID) fees, unpaid utility bills and maintenance of skyway system.

43. **PUBLIC HEARING** - Special Assessments for the 2024 New and Reconstruction of City Ordered Sidewalks (Project No. SR-23-A).
44. **PUBLIC HEARING** - Special Assessments for the 2024 New and Reconstruction of City Ordered Sidewalks (Project No. SR-23-B).
45. **PUBLIC HEARING** – Special Assessment List for the following Improvement Districts, all having been approved by the Special Assessment Commission on 8/29/24:
  - a. New Paving and Utility Construction Improvement District No. BN-22-C.
  - b. New Utility and Paving Construction Improvement District No. BN-22-F.
  - c. New Paving and Utility Construction Improvement District No. BN-22-G.
  - d. New Paving and Utility Construction Improvement District No. BN-22-L.
  - e. New Paving and Utility Construction Improvement District No. BN-23-C.
  - f. Paving and Utility Rehab/Reconstruction Improvement District No. BR-22-A.
  - g. Paving and Utility Rehab/Reconstruction Improvement District No. BR-22-B.
  - h. Paving and Utility Rehab/Reconstruction Improvement District No. BR-22-C.
  - i. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-B.
  - j. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-C.
  - k. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-E.
  - l. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-F.
  - m. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-H.
  - n. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-J.
  - o. New Paving Construction Improvement District No. PN-22-M.
  - p. Asphalt Wear Course Improvement District No. PN-23-A.
  - q. New Paving Construction Improvement District No. PN-23-E.
  - r. Seal Coat Improvement District No. PR-23-C.
  - s. Asphalt Mill and Overlay Improvement District No. PR-23-E.
  - t. Asphalt Mill and Overlay Improvement District No. PR-23-G.
  - u. New Utility Construction Improvement District No. UN-23-A.
  - v. Utility Rehab/Reconstruction Improvement District No. UR-23-A.
46. Recommendation to approve the Preliminary Budget as the Final Budget for 2025 and the proposed tax levies.
  - a. Recommendation from Commissioner Strand to amend the 2025 Budget.
47. Liaison Commissioner Assignment Updates.
48. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).

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

Minutes are available on the City of Fargo website at [www.fargoND.gov/CityCommission](https://www.fargoND.gov/CityCommission).



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# FARGO POLICE DEPARTMENT

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

*CRIMINAL INVESTIGATIONS DIVISION*

## MEMORANDUM

**To:** City of Fargo Commission

**From:** Chief David Zibolski *DZ*

**Date:** 09/30/2024

**RE:** FLOCK Pilot Project Purchase

**COPY**

Last year the Fargo Police Department engaged FLOCK safety, which is a technology company that provides stationary license plate readers, cameras, and computer platforms, to not only gather intelligence and evidence, but lower crime in communities. Other communities that have implemented FLOCK technology have seen great results in collecting actionable objective evidence which has led to those cities solving, deterring, and reducing crime. Our purpose of reaching out to FLOCK was to inquire about the possibility of testing their available equipment and systems to see if they would be a viable option to assist with enforcement, crime reduction, and intelligence gathering efforts within the City of Fargo.

Flock offered the City of Fargo the option to participate in a 60 day pilot program which would allow us to place twenty-one license plate readers (LPR) within areas identified by Police Department Intelligence Analysts by using crime and calls for service data. Also, as part of the pilot program all of our downtown cameras were replaced with FLOCK cameras. Having both LPR's and our downtown camera system on the same technology platform will give our Intelligence and analysis unit a great advantage in gathering the real-time data needed to assist the police department with deterring and solving crimes.

The 60 day pilot program started on June 3, 2024 when the first camera was installed. The pilot program was extended past 60 days into September as installation of cameras and license plate readers took longer than expected. In my initial request to engage in the FLOCK pilot program I explained that I would provide an update to Commission on the progress of the pilot. Our agency in just the last three months of this platforms usage has had multiple successful results in gathering evidence and in providing investigatory leads of which I will describe in a presentation to you.

I am requesting Commission approval for \$116,750.00 to be removed from our seized asset account in order to sole source purchase the technology and equipment supplied and installed during the pilot program. These funds will allow for the continued operation of that technology in 2024.

The two year contract for our partnership with FLOCK Safety has been reviewed and approved by the City Attorney.

A copy of the original approved request to participate in the pilot project and purchase of the technology if found satisfactory, a sole source letter provided by FLOCK Safety, and the signed contract have been included with this submission for review.

**Suggested Motion**

Approve sole source purchase of FLOCK technology installed and tested during the pilot program and expenditure of \$116,750.00 from the Police Department's seized asset account.

# flock safety

## Sole Source Letter for Flock Safety® RTCC and ALPR Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon® ALPR Camera and FlockOS® Real Time Crime Center integrated solution. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

**The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. Real Time Crime Center Platform:

- Flock Safety is the only Real-Time-Crime-Center (RTCC) platform that offers its own proprietary ALPR product *and* proprietary RTCC product with native integration from one provider
- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and Flock Safety PTZ Condor™ camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety's unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

2. Vehicle Fingerprint Technology®:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images

# flock safety

from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

- Flock Safety Falcon Flex®: an infrastructure-free, location-flexible license plate reader camera that is easy to self-install. Flock Safety Falcon Flex® ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

## 3. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

## 4. Transparency & Ethical Product Design:

- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to "opt-out" of being captured

## 5. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

## 6. Live Video Integration:

- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same
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# flock safety

Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras

- Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
- Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.

## 7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number INV-47020  
Invoice Date: 9/6/2024  
Due Date: 10/6/2024  
Payment Terms: Net 30  
PO#:

**Payments:** \$0.00  
**Balance Due:** \$116,750.00

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Detach and Return with Payment

### Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 1501 North Plano Rd. ste 100  
Richardson, TX 75081

Account: ND - Fargo PD

Invoice # INV-47020

Amount Due: **\$116,750.00**

Amount Enclosed: \$ \_\_\_\_\_



**INVOICE**

**Flock Group Inc dba Flock Safety**  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-47020  
Invoice Date: 9/6/2024  
Due Date: 10/6/2024  
Payment Terms: Net 30  
PO#:

**Payment Remittance Information**

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-47020  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

**By paying this invoice, I, the customer, agree to the terms and conditions listed at**

<https://www.flocksafety.com/terms-and-conditions>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via USPS: Flock Group Inc  
PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS: Flock Group Inc  
891923  
1501 North Plano Rd. ste 100  
Richardson, TX 75081

Account: ND - Fargo PD

Invoice # INV-47020

Amount Due: **\$116,750.00**

Amount Enclosed: \$ \_\_\_\_\_

# flock safety

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

## INVOICE

Invoice Number: INV-47020  
Invoice Date: 9/6/2024  
Due Date: 10/6/2024  
Payment Terms: Net 30  
PO#:

Bill To: ND - Fargo PD  
105 25th St N  
Fargo, North Dakota, 58102

Ship To: ND - Fargo PD  
105 25th St N  
Fargo, North Dakota 58102

Billing Company Name: ND - Fargo PD  
Billing Contact Name: William Ahlfeldt  
Billing Email Address: [wahlfeldt@fargond.gov](mailto:wahlfeldt@fargond.gov)

Payment Terms: Net 30  
Contracted Billing Structure: PPI End Date

Notes: ND - Fargo PD: Initial Year of 24 Month Term, 2024 - 2025

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	10	\$3,000.00	\$0.00	\$30,000.00
Professional Services - Standard Implementation Fee	1	\$650.00	\$0.00	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	9	\$150.00	\$0.00	\$1,350.00
Flock Safety Falcon ® LR	11	\$5,000.00	\$0.00	\$55,000.00
Professional Services - Advanced Implementation Fee (Falcon LR)	11	\$1,000.00	\$0.00	\$11,000.00
Flock Safety Condor™ PTZ w/ LTE Service	5	\$3,000.00	\$0.00	\$15,000.00
Condor Professional Services - Standard Implementation Fee	5	\$750.00	\$0.00	\$3,750.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: <https://planner.flocksafety.com/public/8d5feddf-3fcc-419b-894c-934b7c21177c>

**Subtotal:** \$116,750.00  
**Sales Tax:** \$0.00  
**Credit:** \$0.00

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.

# Sole Source Purchase Instructions

1. Complete the Sole Source form if the purchase meets the Sole Source Requirement on page 2.
2. All sources must be investigated prior to requesting a non-competitive solicitation.
3. Is the procurement funded by a federal grant? If so, you must attach a document from the grant agency approving this procurement as a sole source.
4. Return the completed form to [Purchasing@FargoND.gov](mailto:Purchasing@FargoND.gov) to receive a SSP Reference number.
5. Return the **Purchase Order and Vendor Invoice referencing the SSP #**, and the Fixed Asset sheet (if applicable) to your AP Tech in Finance for processing.



## SOLE SOURCE REQUEST FORM (SSP)

<b>Requested by:</b>	Capt. William Ahlfeldt	<b>Department:</b>	Police
<b>Date of Request:</b>	September 11, 2024	<b>Phone Number:</b>	701-241-1414
<b>E-mail:</b>	wahlfeldt@Fargond.gov		
<b>Dept Head Signature:</b>		<b>Estimated Amount of Purchase:</b>	\$116,750.00

**Sole Source Purchase Requirement:**

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, after conducting a good-faith review of available sources, that there is only one source for the required supply, service, or material. Any sole source procurement greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method.

**Product or Service description of the features or capabilities unique to the vendor or brand being requested:**

- Real-Time Crime Center Platform provides multiple capabilities that others do not (uniques real time routing feature, layers all intel streams onto FLOCK OS ESRI-Based map, integrates first and third party data into a single pane real time crime center
- Vehicle fingerprint technology patented proprietary technology allows to analyze license plate, state recognition, and vehicle attributes, paper plates. Contains visual search technology.
- Transparency and ethical product desing providing a transparency portal, built in integration with NCMEC for amber alerts, and privacy controls
- Integrated audio and gun shot detection.
- Live video integration through the wing gateway

Please see the attached 3 page document for more details

Is a Contract required? Yes       Is the procurement Federally Funded?

<b>Vendor Name:</b> Flock Group Inc.		
<b>Address:</b> P.O. Box 121923		
<b>City:</b> Dallas	<b>State:</b> TX	<b>Zip Code:</b> 75312-1923
<b>Contact Person:</b> Taylor Moch		<b>Title:</b> Territory Manager
<b>Telephone:</b> 701-200-1283		<b>Email:</b> taylor.moch@flocksafety.com
<b>Purchasing Manager Approval:</b>		
<b>Sole Source (SSP) Number:</b>		



APPROVED BY THE BOARD  
OF CITY COMMISSIONERS

4-1-24

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# FARGO POLICE DEPARTMENT

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

*CRIMINAL INVESTIGATIONS DIVISION*

## MEMORANDUM

**To:** City of Fargo Commission

**From:** Chief David Zibolski *DZ*

**Date:** 04/01/2024

**RE:** FLOCK Pilot Project Implementation

Last year the Fargo Police Department engaged FLOCK safety, which is a technology company that provides stationary license plate readers, cameras, and computer platforms, to not only gather intelligence but lower crime in communities. Other communities that have implemented FLOCK technology have seen great results in collecting actionable evidence which has led to those cities solving, deterring, and reducing crime. Our purpose of reaching out to FLOCK was to inquire about the possibility of testing their available equipment and systems to see if they would be a viable option to assist with enforcement, crime reduction, and intelligence gathering efforts within the City of Fargo.

Flock has since offered the City of Fargo the option to participate in a 60 day pilot program which would allow us to place twenty-one license plate readers (LPR) within areas identified by Police Department Intelligence Analysts by using crime and calls for service data. Also, as part of the pilot program all of our downtown cameras would be replaced with FLOCK cameras. Having both LPR's and our downtown camera system on the same technology platform will give our Intelligence and analysis unit a great advantage in gathering the real-time data needed to assist the police department with deterring and solving crimes.

The 60 day pilot program will start when the first camera or LPR is installed. When the 60 day pilot program is complete, the City of Fargo will have the ability to opt out of using the FLOCK system at no charge. If the City of Fargo wishes to continue using the system, all of the piloted technology will be purchased for \$116,740.00. I plan on providing an update of the pilot program's progress to the Commission within the 60 day window of the pilot program in order to give more in depth

information on progress and the technology provided if FLOCK truly appears to be a good option for crime reduction within the City.

The contract for our partnership with FLOCK Safety has been reviewed and approved by the City Attorney.

I am requesting Commission approval to move forward with the free 60 day FLOCK pilot program.

In addition, pending a successful 60 day pilot program review of FLOCK technology within the City of Fargo, I am requesting Commission approval for \$116,740.00 to be removed from our seized asset account in order to purchase the technology and equipment supplied and installed during the pilot program. These funds will allow for the operation of that technology in 2024.

**Suggested Motion**

Approve the 60 day pilot program and expenditure of \$116,740.00 from the Police Department's seized asset account.



# flock safety

## EXHIBIT A ORDER FORM

Customer: ND - Fargo PD  
 Legal Entity Name: ND - Fargo PD  
 Accounts Payable Email: wahlfeldt@fargond.gov  
 Address: 105 25th St N Fargo, North Dakota 58102

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - Invoiced at the end of the pilot period  
 Retention Period: 30 Days

### PROJECT PROVE IT

Customer will have a 60 day opt-out period ("Opt-Out Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ©	Included	10	Included
Flock Safety Falcon © LR	Included	11	Included
<b>Flock Safety Video Products</b>			
Flock Safety Condor™ PTZ w/ LTE Service	Included	5	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	9	\$1,350.00
Professional Services - Advanced Implementation Fee (Falcon LR)	\$1,000.00	11	\$11,000.00
Condor Professional Services - Standard Implementation Fee	\$750.00	5	\$3,750.00
<b>Subtotal Year 1:</b>			<b>\$116,750.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$100,000.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$216,750.00</b>

### **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
<b>At PPI End Date</b>	<b>\$116,750.00</b>
<b>Annual Recurring after Year 1</b>	<b>\$100,000.00</b>
<b>Contract Total</b>	<b>\$216,750.00</b>

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware
Flock Safety Falcon® LR	A long-range infrastructure-free license plate reader camera designed for high speed vehicles that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

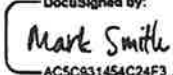
## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera


By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

DocuSigned by:  
  
AC5C831454C24F3...  
By: \_\_\_\_\_  
Name: Mark Smith  
Title: General Counsel  
Date: 4/2/2024

**Customer: ND - Fargo PD**

DocuSigned by:  
  
58C4257ACAB342C...  
By: \_\_\_\_\_  
Name: David Zibolski  
Title: Chief of Police  
Date: 4/2/2024  
PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this "*Agreement*") is entered into by and between Flock Group, Inc., a Delaware Corporation, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("*Flock*") and the entity identified in the signature block ("*Customer*") (each a "*Party*," and together, the "*Parties*"). This Agreement is effective on the date of mutual execution ("*Effective Date*"). Parties will sign an Order Form ("*Order Form*") which will describe the Flock Services to be performed and the period for performance, attached hereto as Exhibit A. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("*Notifications*");

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("*Permitted Purpose*").

### AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### **1. DEFINITIONS**

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Anonymized Data**" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "**Customer Data**" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "**Customer Hardware**" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "**Embedded Software**" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "**Flock Hardware**" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "**Flock IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "**Flock Network End User(s)**" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "**Flock Services**" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "**Footage**" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "**Hotlist(s)**" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "**Installation Services**" means the services provided by Flock for installation of Flock Services.

1.13 "**Retention Period**" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "**Vehicle Fingerprint™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as "**Support Services**").

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.



**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer shall endeavor to contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Term*"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "*Renewal Term*"), for no more than three successive renewal terms, unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("*Cure Period*"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

#### **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES (2X) THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION



ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11.11 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**11.12 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**11.13 Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

**11.14 Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

**11.15 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

**11.16 Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS: \_\_\_\_\_

ATTN: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**EXHIBIT B**  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



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<b>City of Fargo Staff Report</b>			
<b>Title:</b>	<b>The Pines at the District Second Addition and The Pines at the District Addition</b>	<b>Date:</b> <b>Update:</b>	8/29/2024 9/26/2024
<b>Location:</b>	4400 56th Avenue South and 5691 43rd Street South	<b>Staff Contact:</b>	Donald Kress, current planning coordinator
<b>Legal Description:</b>	Lot 1, Block 1, <b>The Pines at the District Second Addition</b> and Lot 1, Block 14, <b>The Pines at the District Addition.</b>		
<b>Owner(s)/Applicant:</b>	Bethany on 42 <sup>nd</sup>	<b>Engineer:</b>	None
<b>Entitlements Requested:</b>	<b>Zoning Change</b> (from MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay)		
<b>Status:</b>	City Commission Public Hearing: September 30th, 2024		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Undeveloped	<b>Land Use:</b> Multi-Dwelling Residential
<b>Zoning:</b> MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay	<b>Zoning:</b> MR-3, Multi-Dwelling Residential with C-O, Conditional Overlay
<p><b>Uses Allowed:</b> MR-3 allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children or adults, group living, parks and open space, religious institutions, safety services, schools, and basic utilities.</p> <p>LC allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, <del>off premise advertising signs</del>, commercial parking, retail sales and service, self service storage, <del>vehicle repair</del>, limited vehicle service, and certain telecommunications facilities.</p> <p><b>Conditional Overlay Ordinance No. 4856 provides building and site design standards and prohibits certain uses as noted above</b></p>	<p><b>Uses Allowed:</b> MR-3 allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children or adults, group living, parks and open space, religious institutions, safety services, schools, and basic utilities.</p> <p><b>Proposed conditional overlay provides building and site design standards</b></p>
<p><b>Maximum Lot Coverage Allowed (LC)</b> 55%</p> <p><b>Maximum Density Allowed (MR-3)</b> 24 dwelling units per acre.</p>	<p><b>Maximum Density Allowed:</b> 24 dwelling units per acre</p>

<b>Proposal:</b>
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> <li><b>Zoning Change</b> (From MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay).</li> </ol> <p>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.</p>

**Surrounding Land Uses and Zoning Districts:**

- North: MR-3 and LC, Limited Commercial with CO 4688; undeveloped
- East: SR-3, Single-Dwelling Residential; single-dwelling residences
- South: AG Agricultural; undeveloped; in Fargo's four-mile extraterritorial jurisdiction
- West: across 45<sup>th</sup> Street South, LC, undeveloped, in Fargo's four-mile extraterritorial jurisdiction

**Context:**

**Schools:** The subject property is located within the Fargo School District, specifically within the Kennedy Elementary, Carl Ben Eielson Middle and Fargo South High schools.

**Neighborhood:** The subject property is located within The District neighborhood.

**Parks:** The Pines Park, located at 5471 42<sup>nd</sup> Street South, is approximately 1,600 feet (actual walking distance) northeast of the subject property and provides amenities of, grill, picnic tables, playground, recreational trails and a shelter.

**Pedestrian / Bicycle:** An off-road multi-use trail is adjacent to the west side of the subject property, within the right of way for 45<sup>th</sup> Street South. This trail, which is a component of the metro area bikeways system, currently terminates at the south end of the subject property.

**Bus Route:** The subject property is not near a MATBUS route.

**Staff Analysis:**

The site consists of two adjacent properties under the ownership of Bethany on 42<sup>nd</sup> . These lots are not being combined at this time.

1. Lot 1, Block 1, The Pines at the District Second Addition (4400 56<sup>th</sup> Avenue South). This lot currently has two zoning designations---LC, Limited Commercial with a conditional overlay, and MR-3, Multi-Dwelling Residential.
2. Lot 1, lock 14, The Pines at the District Addition (5691 43<sup>rd</sup> Street South).This lot is zoned MR-3, Multi-Dwelling Residential.

*(HISTORICAL NOTE—Why Lot 1, Block 1, The Pines at the District Second Addition Has Two Zoning Designations: Lot 1, Block 1, The Pines at the District Second Addition is a replat of two lots in The Pines at the District Addition: Lot 1, Block 15 and Lot 9, Block 14. Each lot had a different zoning—Lot 1, Block 15 was zoned LC, Limited Commercial with a C-O and Lot 9, Block 14 was zoned MR-3, Multi-Dwelling Residential. These lots were originally separated by 44<sup>th</sup> Street South. The Pines at the District Second Addition (2014) plat vacated the portion of the 44<sup>th</sup> Street South between these two lots and created a single lot. However, the two different zonings remained, as the property was not rezoned at the time it was replatted.)*

**ZONING CHANGE:** The applicant proposes to rezone both properties to MR-3, Multi-Dwelling Residential with a C-O, conditional overlay, as described below. The zone change will repeal the current conditional overlay, ordinance no. 4856.

**CONDITIONAL OVERLAY:** The proposed conditional overlay provides building and site design standards consistent with recent conditional overlays on MR-3-zoned properties. A copy of the draft C-O is attached.

**ACCESS:** The lot will take access from 56<sup>th</sup> Avenue South and 43<sup>rd</sup> Street South. No direct access can be taken to 45<sup>th</sup> Street South due to the City's driveway spacing rules along arterials.

(continued on next page)

PUBLIC COMMENT: Staff has received and responded several inquiries by neighbors regarding:

- the nature of the proposed project;
- zoning and proposed projects in the area around the subject property;
- the number of residential units that could be created on the subject property were it entirely zoned to MR-3 as proposed; and
- the public notice and hearing process.

There was no public comment at the September 5<sup>th</sup>, 2024 Planning Commission hearing.

**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?**

There are currently two zoning designations on the subject properties: LC, Limited Commercial with a conditional overlay and MR-3, Multi-Dwelling Residential. The proposed MR-3, Multi-Dwelling Residential with conditional overlay zoning designation will replace these two zoning designations on the subject properties, so that there is one zoning designation for the entirety of both properties. **(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 fronts on existing developed public rights-of-way that 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 evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, Planning staff has received and responded to several inquiries as noted above. Staff finds that the approval of the zoning change 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 LDC states "This Land Development Code is intended to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo." The proposed zone change resolves the situation of having two different zoning designations on a single lot, thereby clarifying the nature of the development that can be done on this lot. **(Criteria Satisfied)**

**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 Zoning Change from MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay as outlined in the staff report, as the proposal complies with the Go2030 Fargo Comprehensive Plan; Section 20-0906. F (1-4); and all other applicable requirements of the LDC."

**Planning Commission Recommendation: September 5th, 2024**

At the September 5<sup>th</sup>, 2024 Planning Commission hearing, that Commission, by a vote of 9-0 with one Commissioner absent and one Commission seat vacant, moved to accept the findings and

recommendations of staff and recommended approval to the City Commission of the proposed Zoning Change from MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay as outlined in the staff report, as the proposal complies with the Go2030 Fargo Comprehensive Plan; Section 20-0906. F (1-4); and all other applicable requirements of the LDC.

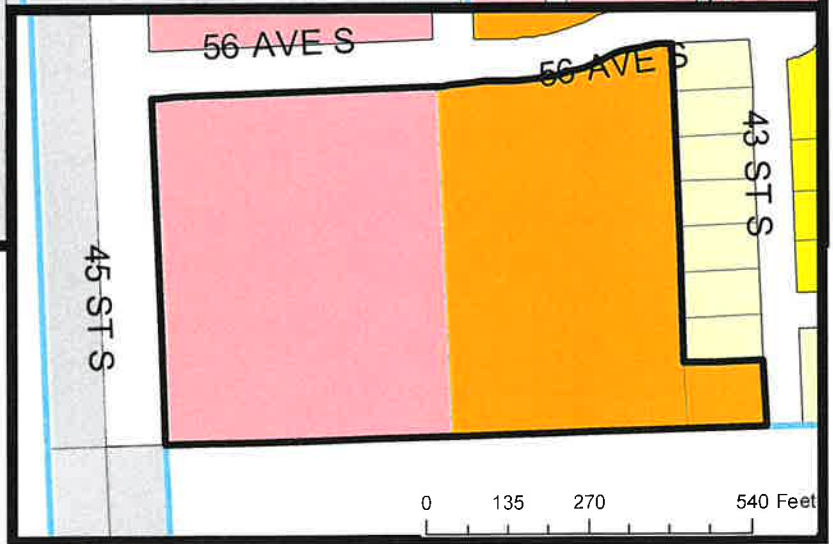
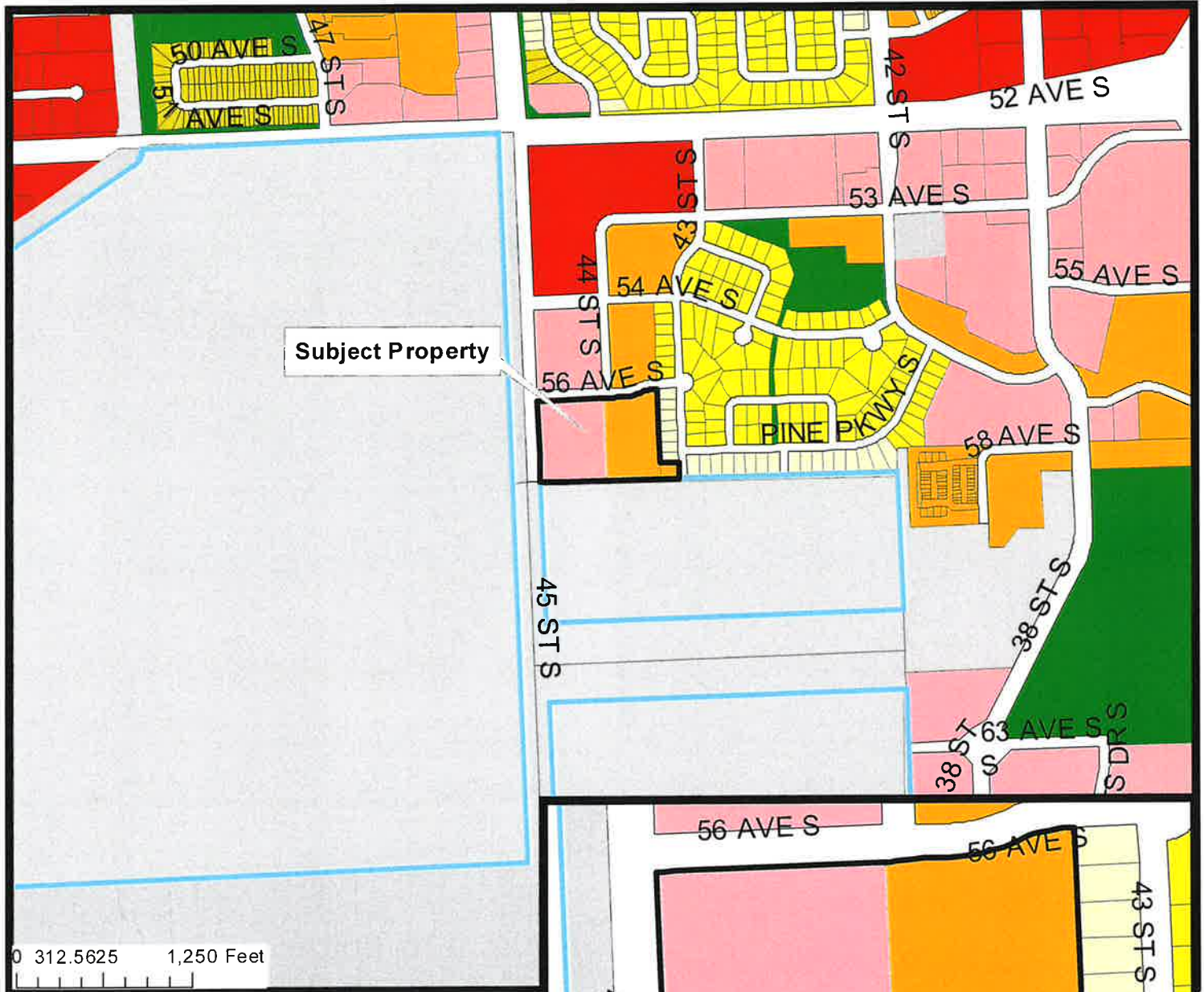
**Attachments:**

1. Zoning map
2. Location map
3. Draft conditional overlay

# Zone Change from MR-3, Multi-Dwelling Residential; MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay

The Pines at the District 2nd Addition &  
The Pines at the District Addition

4400 56th Avenue South;  
5691 43rd Street South



**Legend**

- AG
- DMU
- LC
- MR-1
- MR-2
- MR-3
- MHP
- NOC
- P/U
- UMU
- RR-2
- RR-3
- RR-4
- RR-5
- City Limits



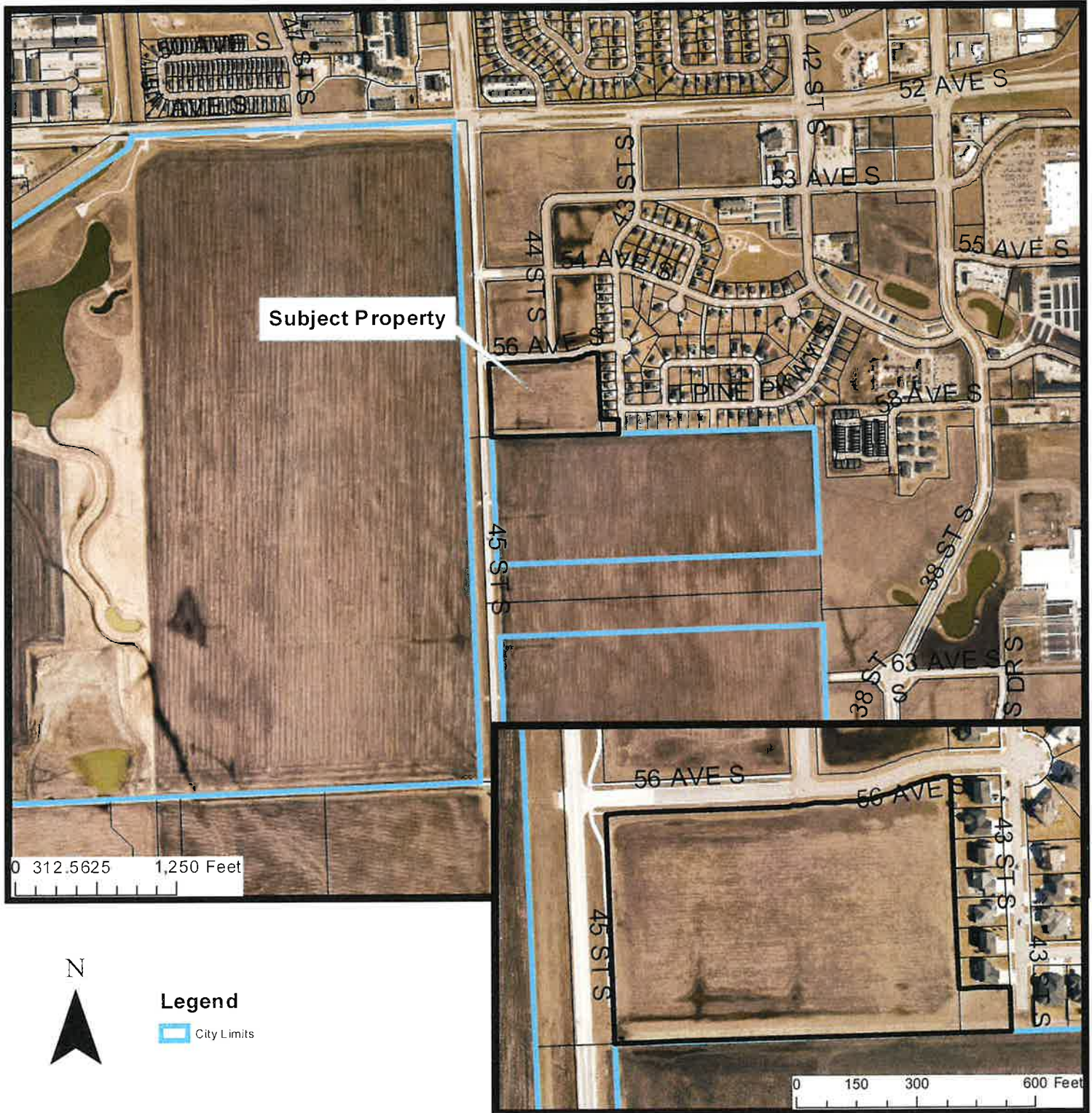
Fargo Planning Commission  
September 05, 2024



**Zone Change from MR-3, Multi-Dwelling Residential  
and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling  
Residential with a C-O, Conditional Overlay**

**The Pines at the District 2nd Addition &  
The Pines at the District Addition**

4400 56th Avenue South;  
5691 43rd Street South



Draft Conditional Overlay

Lot 1, Block 1, The Pines at the District Second Addition and

Lot 1, Block 14, The Pines at the District Addition.

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; glass; or commercial metal siding. 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.
2. Ground floor facades that exceed four feet in height above grade, that face public streets shall have arcades, windows, entry areas, awnings, or other such features along no less than 30% of their horizontal length. If the facade facing the street is not the front it shall include the same features and/or landscaping in scale with the facade.
3. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets or screens, including but not limited to the back of the structure.
4. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor.
5. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.
6. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right of way.
7. Individual accessory buildings shall have a maximum length of 140 feet.
8. A minimum of 40 percent of the footprint of the primary building shall be used for parking.
9. 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. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development.
  - b. Parking areas that serve each primary building.
  - c. Any public sidewalk system along the perimeter streets adjacent to the development.
  - d. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
2 LYING IN THE PINES AT THE DISTRICT SECOND ADDITION TO THE  
3 CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of  
6 certain parcels of land lying in The Pines at the District Second Addition to the City of Fargo, Cass  
7 County, North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on September 5, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on September  
11 30, 2024,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block One (1) of The Pines at the District Second Addition to the City  
16 of Fargo, Cass County, North Dakota,

17 that is currently zoned "MR-3", Multi-Dwelling Residential, District and "LC", Limited  
18 Commercial with an existing "C-O", Conditional Overlay, District, as established by Fargo  
19 Municipal Ordinance No. 4856, will hereby be rezoned to "MR-3", Multi-Dwelling  
20 Residential, District, repealing said "C-O", Conditional Overlay, District and establishing a  
21 new "CO", Conditional Overlay, District as follows:

- 22 1. All primary buildings shall be constructed or clad with materials that are durable,  
23 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;



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

1 glass; or commercial metal siding. Natural wood or wood paneling shall not be used as a  
2 principal exterior wall material, but durable synthetic materials with the appearance of  
3 wood may be used.

- 4
- 5 2. Ground floor facades that exceed four feet in height above grade, that face public streets  
6 shall have arcades, windows, entry areas, awnings, or other such features along no less  
7 than 30% of their horizontal length. If the facade facing the street is not the front it shall  
8 include the same features and/or landscaping in scale with the facade.
- 9 3. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public  
10 view by parapets or screens, including but not limited to the back of the structure.
- 11 4. Dumpsters and outdoor storage areas must be completely screened from view. Collection  
12 area enclosures shall contain permanent walls on three (3) sides. The fourth side shall  
13 incorporate a metal gate to visually screen the dumpster or compactor
- 14 5. The cumulative total building footprint for all accessory buildings shall be a maximum of  
15 45 percent of the primary building coverage.
- 16 6. No accessory buildings shall be allowed between the primary building(s) and the front or  
17 street side along public right of way.
- 18 7. Individual accessory buildings shall have a maximum length of 140 feet.
- 19 8. A minimum of 40 percent of the footprint of the primary building shall be used for  
20 parking.
- 21 9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site  
22 system of pedestrian walkways shall be designed to provide direct access and connections  
23 to and between the following:
- a. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development.
  - b. Parking areas that serve each primary building.
  - c. Any public sidewalk system along the perimeter streets adjacent to the development.
  - d. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office



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

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
2 LYING IN THE PINES AT THE DISTRICT ADDITION TO THE  
3 CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of  
6 certain parcels of land lying in The Pines at the District Addition to the City of Fargo, Cass County,  
7 North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on September 5, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on September  
11 30, 2024,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block Fourteen (14) of The Pines at the District Addition to the City of  
16 Fargo, Cass County, North Dakota,

17 that is currently zoned "MR-3", Multi-Dwelling Residential, will hereby retain the base  
18 zoning of "MR-3", Multi-Dwelling, Residential, District, and establishing a "CO",  
19 Conditional Overlay, District as follows:

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

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

wood may be used.

- 1 2. Ground floor facades that exceed four feet in height above grade, that face public streets  
2 shall have arcades, windows, entry areas, awnings, or other such features along no less  
3 than 30% of their horizontal length. If the facade facing the street is not the front it shall  
include the same features and/or landscaping in scale with the facade.
- 4 3. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public  
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- 6 4. Dumpsters and outdoor storage areas must be completely screened from view. Collection  
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9 45 percent of the primary building coverage.
- 10 6. No accessory buildings shall be allowed between the primary building(s) and the front or  
11 street side along public right of way.
- 12 7. Individual accessory buildings shall have a maximum length of 140 feet.
- 13 8. A minimum of 40 percent of the footprint of the primary building shall be used for  
14 parking.
- 15 9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site  
16 system of pedestrian walkways shall be designed to provide direct access and connections  
17 to and between the following:
  - 18 a. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared  
19 with the development.
  - 20 b. Parking areas that serve each primary building.
  - 21 c. Any public sidewalk system along the perimeter streets adjacent to the development.
  - 22 d. Where practical and appropriate, adjacent land uses and developments, including but  
23 not limited to residential developments, parks, retail shopping centers, and office  
buildings.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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.

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:


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MEMORANDUM

**TO:** City Commission

**FROM:** Nicole Crutchfield, Director of Planning & Development 

**DATE:** September 25, 2024

**RE:** Renaissance Zone application for TA Investments, LLC (366-F) for a project located at 315 Main Avenue and previous project (19-F)

Background Information

Recently, Planning staff received an application for a Renaissance Zone project at 315 Main Avenue. Upon review, it was found there was a previous application at the site in 2001 (project 19-F), by a different owner than the current applicant. The project was approved by the Renaissance Zone Authority and City Commission, and also received conditional approval from the State. Work began on the site; however, based on records from the Assessor's Department it appears that the project was not completed as approved. Staff discovered that the project was not finalized and final approval was not requested or granted by the State. Though the project did not receive final approval, staff found that local property tax benefits were applied to the property between 2006-2010, totaling approximately \$18,700.

Based on this information, the Planning and Assessor's departments, and Administration have met with the City Attorney to discuss the findings. Collectively, it was determined that the benefit received by the previous property owner was applied in error, and that the new owner should be eligible for a Renaissance Zone project. Staff's recommendation is to allow this application to move forward based on the determination of eligibility for the tax benefit.

Current Application

The proposed project is to rehabilitate a building at 315 Main Avenue. The work includes renovating portions of the interior into five residential units (in addition to three existing residential units), as well as improvements to the exterior façade. Attached plans include the adjacent building at 307 Main Avenue, which is not part of the application. Work areas for the current application are identified on the attached plans by a red box.

As indicated on the attached documentation, the project meets all state and local requirements for approval and is consistent with goals and objectives as established in the Fargo Renaissance Zone Development Plan. The application indicates an investment of approximately \$900,000, which is approximately \$90 per square foot and exceed the minimum investment threshold as set forth in the plan.

The Renaissance Zone Authority recommended approval on August 28, 2024.

Recommended Action: Deem the property at 315 Main Avenue eligible for a Renaissance Zone project and approve the Renaissance Zone rehabilitation application for TA Investments, LLC and grant state income tax and property tax exemptions as recommended by the Renaissance Zone Authority.



**Staff Report  
Renaissance Zone Application for  
TA Investments, LLC (366-F)  
315 Main Avenue**

**Project Evaluation:**

The City of Fargo received a Renaissance Zone application from TA Investments, LLC for a residential rehabilitation project at 315 Main Avenue. Pursuant to the application, the intent of the project is to rehabilitate the building to renovate portions of the interior into five residential units. Interior remodel will occur on the main floor and front portion of the second floor, and work to the exterior, detailed below. For clarity, there are three existing residential units with no or some work proposed, and a portion on the rear of the second floor related to the tower with no work proposed (see plans for more details). The project is rehab with no expansion and the whole building is approximately 10,000 square feet.

*Note that the architectural plans submitted include 315 and 307 Main Avenue. The applicant contemplated including 307 with the original application, but has not at this time and may come back with a separate application in the future. A red box indicates the project at 315 Main on attached plans.*

The Planning Department has reviewed the application and has provided a project ranking based on the analysis below.

1. **Renaissance Zone Plan Goals:** Use consistent with the RZ Plan (as per Visions and Goals): As noted in the 2019 Renaissance Zone Development Plan. *(portions of responses are from applicant, as noted)*
  - a. *Grow as a Neighborhood:* Invest in housing to increase the population living Downtown and maintain Downtown's diversity.  
The project will provide additional housing units downtown.
  - b. *Prosper as a Business Center:* Increase the number and types of jobs Downtown.  
The application is for a residential rehab project; there is no creation of jobs.
  - c. *Thrive as a Destination:* Create a unique Downtown experience with an activated riverfront and vibrant sidewalks and public spaces that serve as the backdrop of the community's social life.  
The applicant states that their goal is to bring green space, rooftop patios, and unique living opportunities to the building, which will draw people to more of downtown Fargo. The project will likely not be a destination location, however, it will provide more people at the location throughout day and night, as it is a residential project.
  - d. *Be a model for Inclusive Growth and Development:* Protect Downtown's diversity and evolve as a model for equitable growth and development.  
The project does not address diversity in housing, public amenities, or needs for specific populations, such as those experiencing homelessness.
  - e. *Complete our Streets:* Make complete streets common place and encourage trips by foot, bicycle, and bus, as well as car.  
Being downtown, the residential project provides the opportunity for more foot, bike and bus trips in a dense area. The GTC (Ground Transportation Center) for MATBus is located a block from the property.

- f. *Park Smart*: Manage parking resources to meet the needs of drivers, while also making room for new development and activity.  
Parking is provided on an adjacent property, accessible to tenants through the adjacent building.
  
- g. *Play with purpose*: Develop a system of connected all-season green spaces designed for people (of a range of ages and interests) and purpose (as infrastructure that absorbs stormwater).  
The proposed project does not include green spaces or storm water retainage. Future plans (as part of a separate project) are to provide more greenspace and rooftop patio space.

**(10/20 points)**

2. **Investment Thresholds**: Does the investment comply with minimum investment thresholds (locally determined) for residential and commercial projects as set forth in this RZ Plan?

According to the application, the structure accommodates 10,000 square feet.  
Overall, the application estimates a total capital investment of \$900,000. This equates to roughly a \$90 investment per square foot.

**(10/10 points)**

3. **High Priority Land Use**: The new construction or proposed improvements are representative of “High Priority Land Uses” as defined by this RZ Plan (page 9).

- a. Primary Sector Business:  
The project is residential only.
  
- b. Active Commercial, Specialty Retail or Destination Commercial:  
The project is residential only.
  
- c. Mixed Use Development:  
The project is not mixed-use.

**(3/20 points)**

4. **Targeted Areas**: Is the investment located in a “Targeted Area” as defined by this RZ Plan? Consideration shall be given to whether this property has been vacant or underutilized for a period of time and/or whether the property is specifically targeted for clearance.

- a. Parcels that have been vacant or underutilized for an extended period of time:  
The building was built in 1917, and an addition was added about 20 years ago. The property currently includes three residential units and space for tower operations.
  
- b. Parcels specifically targeted for clearance:  
The RZ Plan identifies Block 15 for: Redevelopment of surface parking lots; re-establish southwest corner with multiple stories in height and ground level retail/commercial activity on NP Ave and 4<sup>th</sup> Street.

**(5/10 points)**

5. **Urban Design**: Is the project representative of strong urban design principles?

The building was constructed in the 1917 with an addition on the east added about 20 years ago. The project includes minimal updates to the exterior, including new lighting, some painting, cleanup of vegetation/green space and potentially windows. The project is located within the DMU, Downtown-Mixed Use zoning district and will have to meet the architectural intent of that zoning district requirements as well.

**(6/10 points)**



6. **Investment Analysis:** Consideration and analysis as to the total actual investment.

As proposed, the redevelopment project and improvement costs significantly exceed both the 20% (true and full value of the building) and \$25 per square foot requirement for residential rehabilitation. The application represents a total estimated capital investment of \$900,000 with a current building valuation of \$420,000, which exceeds 20%. The capital investment is \$90 per square foot, which exceeds the \$25 per square foot.

**(10/10 points)**

7. **Business Relocation:** Consideration as to whether the project will include or accommodate the relocation of a business from another North Dakota community?

The project does not involve the movement or relocation of a business from another community. This is a residential project.

**(N/A)**

8. **Street Activation:** Will the project fit contextually and will the project contribute or enhance the area from an architectural perspective?

Renaissance Zone projects are anticipated to be conscience of four-sided design, which has been seen with other projects within the downtown, this project will be a rehabilitation of an existing building. The building was built in 1917 with an addition about 20 years ago, and there are minor updates to the exterior, including new lighting, some painting, cleanup of vegetation/green space and potentially windows.

**(5/10 points)**

**Summary:**

This application received a score of 49 on a 90-point scale. The proposed project surpasses the local capital improvement requirement of \$25 per square foot requirement for residential rehabilitation. The amount invested in the project exceeds state and local guidelines.

Since the adoption of the 2019 Renaissance Zone Development Plan, where Renaissance Zone Plan Goals (item 1) were replaced with the goals of the newly adopted Downtown InFocus plan (2018), project scoring has been different due to the specifics of those goals (housing, parking, storm water, etc.). However, there are other factors for the scoring on this particular project, including that the project is residential only, is not high priority land use, and minimal improvements proposed to the exterior of the structure. The Downtown InFocus plan identifies the block as mixed-use.

Staff is recommending approval and believes this project is a benefit to the downtown community will positively contribute to the health of surrounding neighborhood and nearby businesses.

**Suggested motion:**

Recommend approval to the Fargo City Commission to approve the application submitted by TA Investments, LLC and to grant the property tax exemption and the State income tax exemptions as allowed by the ND Renaissance Zone law contingent upon completion of the project and verification of costs.

Minimum Criteria (New Construction Proposals)			
Criteria:		Staff Rating	Possible Points
1	Use consistent with the plan (as per Vision and Goals)	10	20
2	Does the investment comply with minimum investment thresholds (locally determined) for residential and commercial projects as set forth in the RZ Plan?	10	10
3	The new construction or proposed improvements are representative of "High Priority Land Uses" as defined in the RZ Plan: <ul style="list-style-type: none"> <li>• Primary sector business, industry and talent-dependent Enterprises</li> <li>• Active Commercial, Specialty Retail and/or Destination Commercial</li> <li>• Mixed use development (combination of housing, commercial, and/or retail uses in a horizontal or vertical fashion)</li> </ul>	3	20
4	The investment is located in a 'Target Area' as defined by the RZ Plan: <ul style="list-style-type: none"> <li>• Parcels that have been vacant or underutilized for an extended period of time / Parcels specifically targeted for clearance</li> </ul>	5	10
5	Is the project representative of strong urban design principles?	6	10
6	Consideration and analysis as to the total actual investment in the project: <ul style="list-style-type: none"> <li>• Consideration can be given for the level of capital investment in a project. (i.e., additional consideration can be given for higher levels of investment)</li> </ul>	10	10
7	Consideration as to whether the project will include or accommodate the relocation of a business from another North Dakota community: <ul style="list-style-type: none"> <li>• Commercial tenants that are re-locating within the Downtown Area (as defined by the 1996 Downtown Area Plan) are not eligible for tax incentives without special approval from the Zone Authority</li> <li>• Commercial tenants that are relocating from a North Dakota community (other than Fargo) to the Fargo Renaissance Zone are not eligible for tax incentives without special approval from the Zone Authority.</li> </ul>	N/A	N/A
8	Will the project fit contextually and will the project contribute or enhance the area from an architectural perspective?	5	10
Total Rating (90 possible points)		49	90









**Planning & Development**  
 225 4<sup>th</sup> Street North  
 Fargo, North Dakota 58102  
 Office: 701.241.1474 | Fax: 701.241.1526  
 Email: [Planning@FargoND.gov](mailto:Planning@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

## APPLICATION FOR RENAISSANCE ZONE PROJECT

Property owners, business owners, developers or investors interested in pursuing a Renaissance Zone project should review the 2019 RZ Plan. The RZ Plan delineates the current geographical boundaries of the program (only certain blocks within the downtown core are included) and provides additional detail on minimum investment requirements and applicable program goals and objectives that must be met.

Application submitted for (check all that apply):

- |  |   |
|--|---|
| <input type="checkbox"/> New Construction                            | <input type="checkbox"/> Commercial Lease   |
| <input checked="" type="checkbox"/> Purchase with Major Improvements | <input checked="" type="checkbox"/> Rehabilitation: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential |
| <input type="checkbox"/> Primary Residential Purchase                | <input type="checkbox"/> Block Addition   |

<b>Property Owner Information</b>	
Name (printed):	TA Investments LLC
Name (printed):	
Address:	PO Box 104, Horace ND 58047

<b>Contact Person Information (if different than owner)</b>	
Name (printed):	Josh Teigen
Address:	229 Chestnut Dr, Horace ND 58047

<b>Parcel Information</b>
Address: 315 Main Ave, Fargo ND
Unit Number:
Renaissance Zone Block Number: 19
Legal Description (attach separate sheet if more space is needed):
Parcel Number: 01-3508-00600-000

Is this property listed on or a contributing structure to the National Register of Historic Places?  Yes  No  
 Do you intend to apply for a Historic Preservation Tax Credit in conjunction with this project?  Yes  No

<b>Project Information</b>	
Total Project Cost: (Qualified Capital Improvements) 900,000	
Current Use of Property: Residential	
Anticipated Use Upon Completion: Residential	
Expected Date of Purchase:	Expected Date of Occupancy: 5/1/25
Estimated Property Tax Benefit: (Over five year exemption period) 100,000	Estimated State Income Tax Benefit: (Over five year exemption period) 50,000
Current Employees: 1 (Full-time equivalent)	Anticipated Employees: 5 (Full-time equivalent)

**Scope of Work**

315 Main Ave is prime real estate in downtown Fargo and a vastly underutilized asset. This building is almost 10k square feet and home to only one studio apartment. The building has tremendous potential with exposed brick walls, and tons of character and appeal that an older building brings. Our plan is to add five additional units. The work will include demo, framing, insulation, plumbing, HVAC, electrical, drywall, paint, flooring, cabinetry, appliances, and high end tile and wood finishes throughout. We will transform the building from an empty shell, to a beautiful and unique downtown living space from top to bottom.

**Additional Project Information**

New Construction/Rehabilitation/Purchase with Improvements Only

Current Building Value: (Taxable Improvement Value) 420,000	Estimated Building Value Upon Completion: (Taxable Improvement Value) 1,800,000
Building Area Upon Completion (SF): 10,000	Number of Stories Upon Completion: 2


Commercial Lease Only

Lease Area Upon Completion (SF):			
Type of Business:			
<input type="checkbox"/> New business moving to the Renaissance Zone	<input type="checkbox"/> Expanding Business moving to the Renaissance Zone	<input type="checkbox"/> Existing Business Expanding within the Renaissance Zone	<input type="checkbox"/> Continuation of a lease moving from one Renaissance Zone Project to another Renaissance Zone Project

Residential Purchase Only

Will this be your primary place of Residency?: No
---

**Acknowledgement – We hereby acknowledge that we have familiarized ourselves with the rules and regulations to the preparation of this submittal and that the forgoing information is true and complete to the best of our knowledge.**

Owner (Signature):  Josh Teigen	Date: 8/16/24
Joint Owner (Signature): _____	Date: _____
Representative (Signature): _____	Date: _____

**THE FOLLOWING CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH THE APPLICATION FORM:**

		Submitted	N/A
Renaissance Zone Project	Current photos of property, relevant to project scope and proposed renderings of the proposed project	<input checked="" type="checkbox"/>	
	<a href="#">Certificate of Good Standing</a> from the Office of the State Tax Commissioner	<input checked="" type="checkbox"/>	
	<a href="#">Business Incentive Agreement</a> from the Department of Commerce for all non-residential projects	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	For residential purchases provide proof of ownership and closing date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Goals and objectives as outlined in the 2015 Fargo Renaissance Zone Development Plan (Attachment A)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**APPLICATION DEADLINES:**

The Renaissance Zone Authority regularly meets on the Fourth Wednesday of each month at 8:00 am in the in the City Commission Chambers at 225 4<sup>th</sup> Street North, Fargo, ND 58102. For consideration during a monthly meeting:

- **Renaissance Zone** applications are due by 4:30 pm on the **last weekday of each month.**


**REQUIREMENTS, POLICIES, AND GUIDELINES:**

The Renaissance Zone is administered according to the following written documents, each of which are available on the City of Fargo's website.

- **Renaissance Zone Designation**
  - o City of Fargo Renaissance Zone Development Plan
  - o North Dakota Renaissance Zone Program Guidelines

**CERTIFICATION:**

Applicant certifies that, to the best of his/her knowledge and belief, the information contained in the application and attached hereto is true and correct. Applicant also certifies that he/she understands all written requirements, policies, and guidelines of the Fargo Renaissance Zone Authority, the City of Fargo, and/or the State of North Dakota governing the use of the procedure or program being applied for:

 _____ (Applicant's Signature)	Josh Teigen _____ (Printed Name)	8/16/24 _____ (Date)
---	--	----------------------------

If the property owner(s) and applicant are different, the property owner certifies that he/she has full knowledge of this application and consents to its submission:

_____ (Applicant's Signature)	_____ (Printed Name)	_____ (Date)
----------------------------------	-------------------------	-----------------

_____ (Applicant's Signature)	_____ (Printed Name)	_____ (Date)
----------------------------------	-------------------------	-----------------

## Goals of the Fargo Renaissance Zone Plan

Is the proposed use of the project consistent with the RZ Plan? As noted in the Renaissance Zone Development Plan the desired land use will contribute to a number of goals:

1. *Grow as a Neighborhood.* How will this project invest in housing to increase the population living Downtown and maintain Downtown's diversity?

The building at 315 Main ave is nearly 10,000 square feet and is currently home to only one studio apartment. Our vision is to take all of that empty space and add housing density. Given we are just framing out existing space and it won't be new construction, we will have a unique offering to the market in terms of character and unique living space that is hard to find downtown.

2. *Prosper as a Business Center.* How will this project increase the number and type of jobs Downtown (or accessible from Downtown)?

Main Ave has an amazing opportunity to be a secondary business corridor to compliment Broadway. A key element to bringing businesses downtown is ensuring there is adequate housing options for people that choose to live, work, and play downtown.

3. *Thrive as a Destination.* How will this project create a unique Downtown experience with an activated riverfront and vibrant sidewalks and public spaces that serve as the backdrop to the community's social life?

The sidewalks of main ave have the potential to be a premier walking area for downtown. Buffering Broadway and Island Park, main ave can create a tremendous sense of place. Our goal is to bring green spaces, rooftop patios, and unique living opportunities to this building which will draw people to more of downtown Fargo.

4. *Be a Model for Inclusive Growth and Development.* How will this project protect Downtown's diversity and evolve as a model for equitable growth and development?

We will provide inclusivity through the offering of a different type of housing than the new construction offerings that exist today in downtown.

5. *Complete our Streets.* How will this project make complete streets common place and encourage trips by foot, bicycle, and bus, as well as car?

Main ave in downtown is becoming a thriving area for walkability. We have the ability to connect the river to Broadway, and with the mixed use building across the street from us that was just developed, we have the ability to bring a different housing product to market that will enhance foot traffic through that key east-west corridor.

6. *Park Smart.* How will this project manage parking resources to meet the needs of drivers, while also making room for new development and activity?

We have a portion of our lot that is undeveloped, and we plan to keep it that way to provide ample off street parking for our tenants.

7. *Play with Purpose.* Will this project develop a system of connected all-season green spaces designed for people (of a range of ages and interests) and purpose (as infrastructure that absorbs stormwater)?

There is an area on the north side of the building that is completely overgrown with weeds and filled with trash. We plan to clean that up and make it a beautiful green space for tenants to enjoy. Additionally, we have later plans to add a rooftop patio that will be a unique amenity for this area.



## Maegin Elshaug

---

**From:** Josh Teigen [REDACTED]  
**Sent:** Monday, August 19, 2024 7:21 AM  
**To:** Maegin Elshaug  
**Cc:** Shayden Akason  
**Subject:** Re: RZA application

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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

Hi Maegin,

In regards to your questions below:

Please use the architectural plans provided. There will not be any changes to the 315 building from what is in the plans that you have.

There will be some exterior work as well. New lighting, some paint, some cleanup of the green space along main, and potentially some new windows. We won't know on the windows until we get into things further and see what kind of condition they are in.

There will not be employees on site, thanks for catching that. That was transposed over from the old application and I forgot to delete that out.

The building today is essentially vacant, with one small studio apartment in it and a storage room for American Tower, which operates the cell tower on the roof.

The response in section 6 I think is still relevant as tenants for the building at 315 will have access to dedicated parking on the East side of the property. It's technically a different parcel, but the parking will be reserved for them. On section 7, that is part of the 315 project and relevant to remain in this application.

I'll get started on the RZ certificate right away.

Let us know if there is anything else that you need!

Josh

On Fri, Aug 16, 2024 at 4:39 PM Maegin Elshaug <[MElshaug@fargond.gov](mailto:MElshaug@fargond.gov)> wrote:

Hi Josh,

I have a few follow-up items for the application:

- Based on the change in the application to just the west building, do you have updated plans, such as the architectural, or should the ones provided be used?

- Is there any exterior work occurring with the project? Painting, brick work, new doors, windows, etc?
- The application notes additional employees, however this project is residential only. Will there be employees at the site?
- How is the building being used today? (if I recall, it's a combination of one residential unit, storage space, and some commercial space?)
- The answer provided to questions 6 & 7 appear to be outdated to the current application. Can this be clarified if it is part of a separate project and on another property (and if residents have access to it).

I'd be glad to talk through any of the items if there are questions, and am available on Monday. Please respond at your earliest convenience, as we are working to process this item for the August 28 Renaissance Zone Authority meeting (8 AM). We try to get a packet out about a week ahead of time, so please respond, if possible, but the end of the day Monday. Let me know if that will be an issue for you.

Let me know if you have any questions. I'll let you know if there are any other items that come up.

Thanks,

**Maegin Elshaug**

*Planning Coordinator - Urban Development*

**THE CITY OF FARGO | PLANNING & DEVELOPMENT**

**Office:** 701.476.4120

[MElshaug@FargoND.gov](mailto:MElshaug@FargoND.gov)

*At The City of Fargo, We Work for You.*

**From:** Maegin Elshaug

**Sent:** Friday, August 16, 2024 11:23 AM

**To:** 'Josh Teigen' [REDACTED]

**Cc:** 'Shayden Akason' [REDACTED]

**Subject:** RE: RZA application



# 307 & 315 MAIN AVE

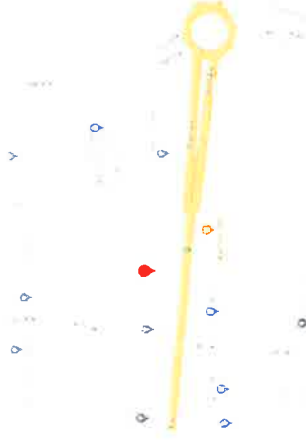
307 & 315 MAIN AVE FARGO, ND 58103

## SITE INFORMATION

**PROPERTY ADDRESS:** 307 & 315 MAIN AVE, FARGO, ND 58103  
**OWNER:** [REDACTED]  
**PROJECT:** [REDACTED]  
**DATE:** [REDACTED]  
**SCALE:** [REDACTED]

## PROJECT DIRECTORY

**OWNER:** [REDACTED]  
**ARCHITECT:** [REDACTED]  
**ENGINEER:** [REDACTED]  
**DATE:** [REDACTED]



VICINITY MAP (NOT TO SCALE)

## PROJECT GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IRC.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.

## INDEX OF DRAWINGS

NO.	DESCRIPTION	DATE
1	GENERAL NOTES	11/12/2024
2	FOUNDATION	11/12/2024
3	FLOOR PLAN	11/12/2024
4	ELEVATIONS	11/12/2024
5	SECTION	11/12/2024
6	DETAILS	11/12/2024
7	MECHANICAL	11/12/2024
8	ELECTRICAL	11/12/2024
9	PLUMBING	11/12/2024
10	PAINT	11/12/2024
11	LANDSCAPE	11/12/2024
12	EXTERIOR FINISHES	11/12/2024
13	INTERIOR FINISHES	11/12/2024
14	MECHANICAL	11/12/2024
15	ELECTRICAL	11/12/2024
16	PLUMBING	11/12/2024
17	PAINT	11/12/2024
18	LANDSCAPE	11/12/2024
19	EXTERIOR FINISHES	11/12/2024
20	INTERIOR FINISHES	11/12/2024

RENDERINGS FOR REFERENCE ONLY



NOT FOR CONSTRUCTION

PRIME PROPERTY MANAGEMENT  
**307 & 315 MAIN AVE**  
 307 & 315 MAIN AVE FARGO ND 58103

PROJECT PHASE	PROJECT
DATE	11/12/2024
TITLE SHEET	G001



**DEMOLITION NOTES**

- 1. VERIFY ALL ELEMENTS, INCLUDING VIBRATES AND SHOCK TESTS
- 2. VERIFY ALL ELEMENTS ARE PROPERLY IDENTIFIED AND MARKED
- 3. VERIFY ALL ELEMENTS ARE PROPERLY IDENTIFIED AND MARKED
- 4. VERIFY ALL ELEMENTS ARE PROPERLY IDENTIFIED AND MARKED
- 5. VERIFY ALL ELEMENTS ARE PROPERLY IDENTIFIED AND MARKED
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- 9. VERIFY ALL ELEMENTS ARE PROPERLY IDENTIFIED AND MARKED
- 10. VERIFY ALL ELEMENTS ARE PROPERLY IDENTIFIED AND MARKED

**DEMOLITION KEY NOTES**

- ELEMENTS TO BE DEMOLISHED

Addition

Original Building



REVISION NUMBER	DESCRIPTION	DATE

NOT FOR CONSTRUCTION

PRIME PROPERTY MANAGEMENT  
307 & 315 MAIN AVE  
307 & 315 MAIN AVE FARGO ND 58103

PROJECT NAME	PROJECT PHASE
307 & 315 MAIN AVE	FIRST LEVEL DEMOLITION PLAN
DATE	PROJECT NUMBER
12/2024	23049
PROJECT PHASE	
FIRST LEVEL DEMOLITION PLAN	
A100	

FIRST LEVEL DEMOLITION PLAN





**DEMOLITION NOTES**

- 1. VERIFY ALL EXISTING UTILITIES (ELECTRIC, GAS, WATER, SEWER, CABLE, ETC.) TO AVOID ACCIDENTAL DAMAGE TO ANY UTILITIES. VERIFY ALL UTILITIES ARE DELETED OR ABANDONED BEFORE DEMOLITION.
- 2. VERIFY ALL EXISTING MATERIALS TO BE DEMOLISHED ARE IDENTIFIED ON THIS PLAN.
- 3. VERIFY ALL EXISTING MATERIALS TO BE DEMOLISHED ARE IDENTIFIED ON THIS PLAN.

**DEMOLITION KEY NOTES**

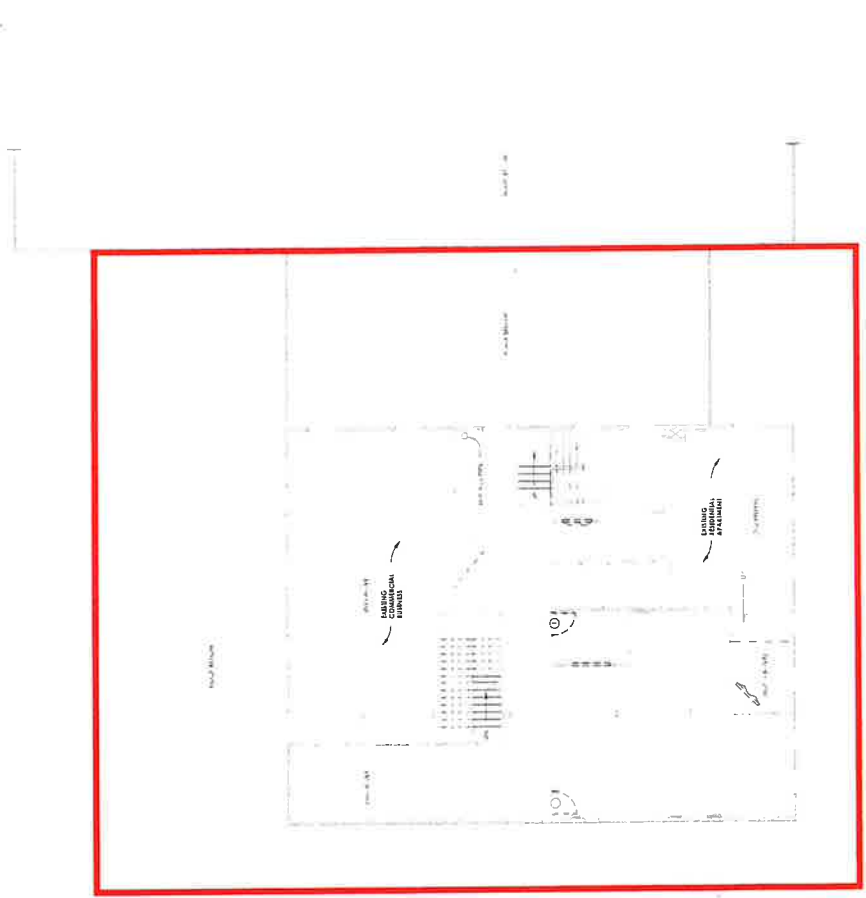
- EXISTING FEATURES TO BE DEMOLISHED TO BE OBS.



NOT FOR CONSTRUCTION

307 & 315 MAIN AVE  
PRIME PROPERTY MANAGEMENT  
307 & 315 MAIN AVE FARGO ND 58103

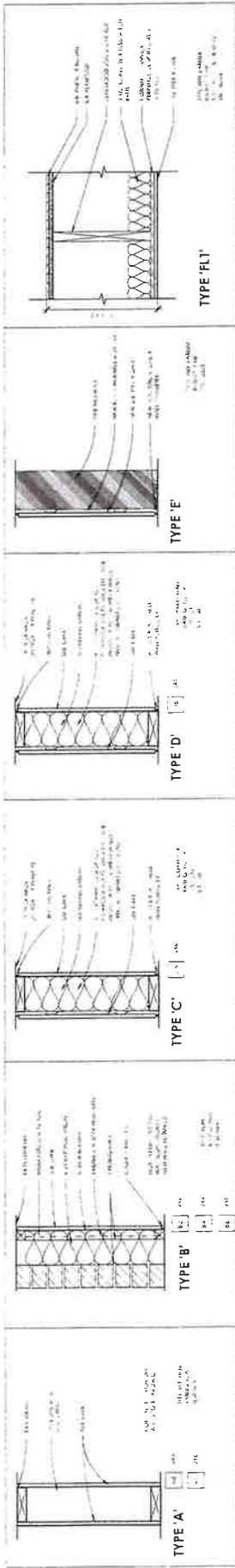
PROJECT	307 & 315 MAIN AVE
DATE	12/20/24
PROJECT NO.	23049
SECOND LEVEL DEMOLITION PLAN	
A101	



SECOND LEVEL DEMOLITION PLAN







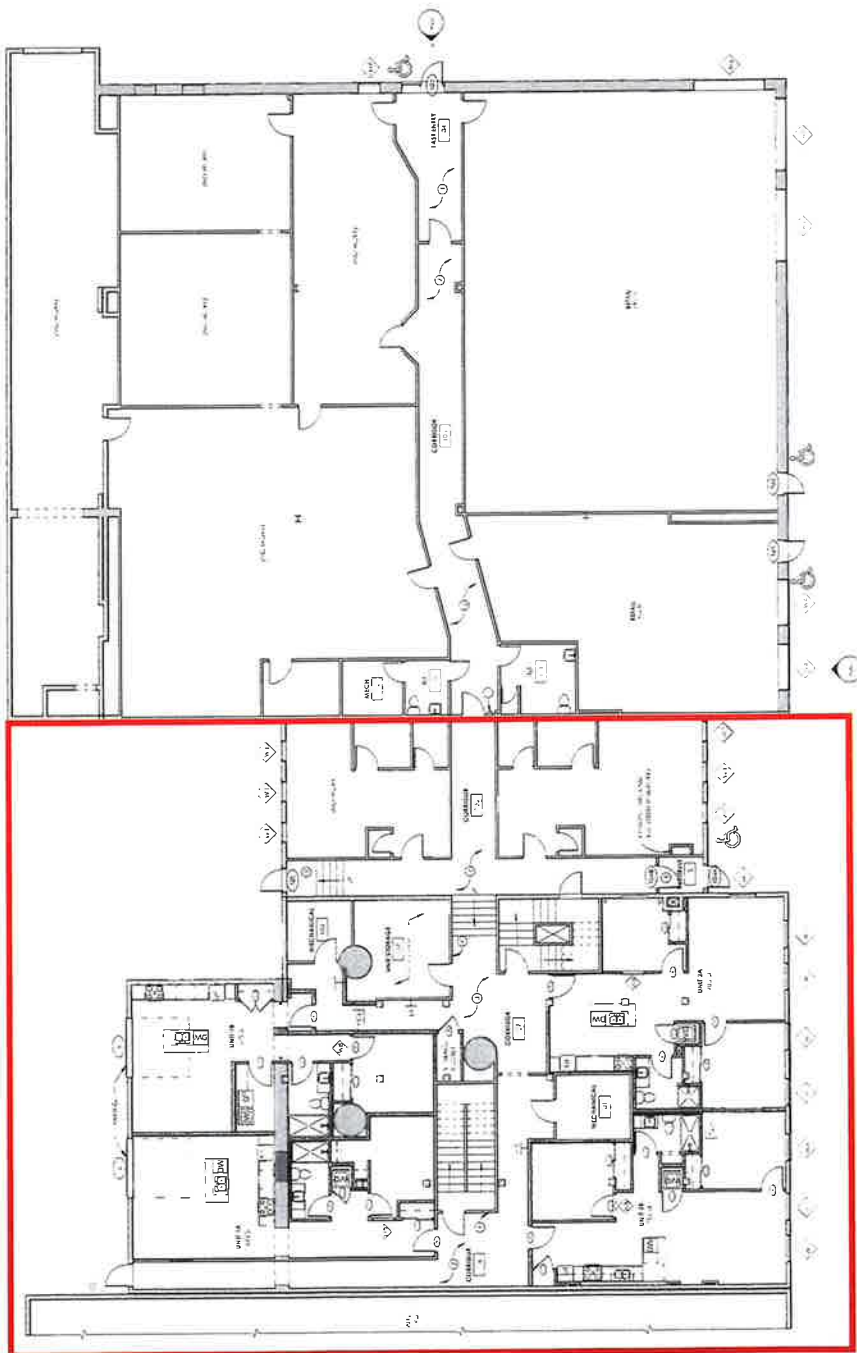
2 WALL TYPES  
3 FLOOR/CEILING TYPES

**FLOOR PLAN GENERAL NOTES**

- 1. ALL FINISHES TO BE AS SHOWN ON THE DRAWINGS.
- 2. ALL FINISHES TO BE IN ACCORDANCE WITH THE SPECIFICATIONS.

**FLOOR PLAN KEY NOTES**

- 1. ALL FINISHES TO BE AS SHOWN ON THE DRAWINGS.
- 2. ALL FINISHES TO BE IN ACCORDANCE WITH THE SPECIFICATIONS.
- 3. ALL FINISHES TO BE IN ACCORDANCE WITH THE SPECIFICATIONS.
- 4. ALL FINISHES TO BE IN ACCORDANCE WITH THE SPECIFICATIONS.
- 5. ALL FINISHES TO BE IN ACCORDANCE WITH THE SPECIFICATIONS.
- 6. ALL FINISHES TO BE IN ACCORDANCE WITH THE SPECIFICATIONS.
- 7. ALL FINISHES TO BE IN ACCORDANCE WITH THE SPECIFICATIONS.

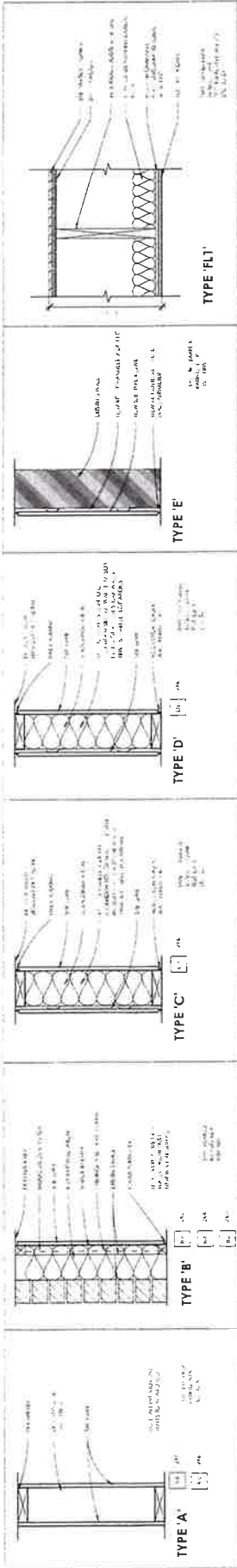


1 FIRST LEVEL FLOOR PLAN

NOT FOR CONSTRUCTION

307 & 315 MAIN AVE  
PRIME PROPERTY MANAGEMENT

PROJECT NAME	PROJECT PHASE
307 & 315 MAIN AVE	PROJECT PHASE
DATE	PROJECT NO.
12/2024	231849
FIRST LEVEL PLAN	
A200	



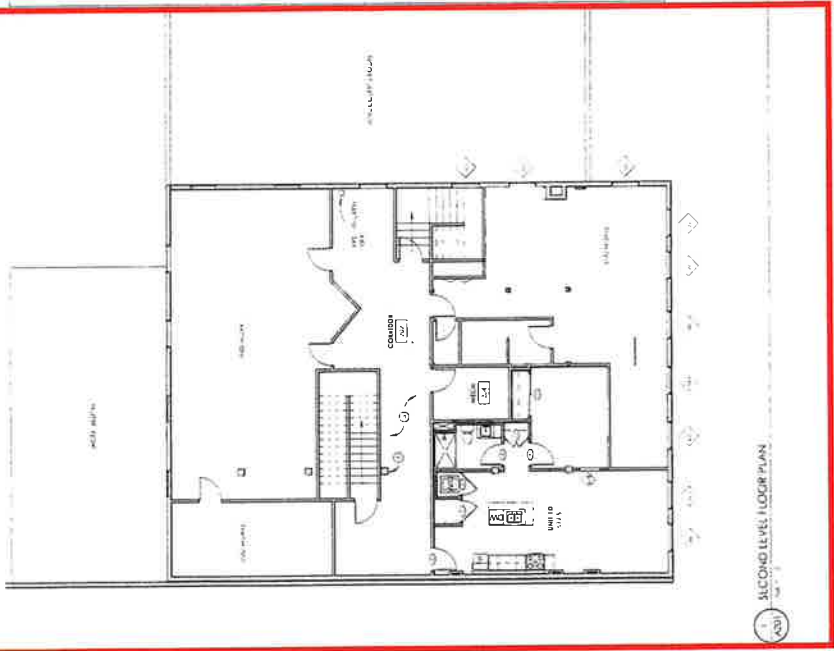
4 WALL TYPES  
7 FLOOR/CEILING TYPES

**FLOOR PLAN GENERAL NOTES**

- 1. ALL FINISHES TO BE AS SHOWN ON DRAWINGS.
- 2. ALL FINISHES TO BE APPROVED BY THE ARCHITECT.

**FLOOR PLAN KEY NOTES**

- 1. 1-1/2" x 1/4" LVL
- 2. 2" x 4" LVL
- 3. 1" x 4" LVL
- 4. 1" x 6" LVL
- 5. 1" x 8" LVL
- 6. 1" x 10" LVL
- 7. 1" x 12" LVL
- 8. 1" x 14" LVL
- 9. 1" x 16" LVL
- 10. 1" x 18" LVL
- 11. 1" x 20" LVL
- 12. 1" x 22" LVL
- 13. 1" x 24" LVL
- 14. 1" x 26" LVL
- 15. 1" x 28" LVL
- 16. 1" x 30" LVL
- 17. 1" x 32" LVL
- 18. 1" x 34" LVL
- 19. 1" x 36" LVL
- 20. 1" x 38" LVL
- 21. 1" x 40" LVL
- 22. 1" x 42" LVL
- 23. 1" x 44" LVL
- 24. 1" x 46" LVL
- 25. 1" x 48" LVL
- 26. 1" x 50" LVL
- 27. 1" x 52" LVL
- 28. 1" x 54" LVL
- 29. 1" x 56" LVL
- 30. 1" x 58" LVL
- 31. 1" x 60" LVL
- 32. 1" x 62" LVL
- 33. 1" x 64" LVL
- 34. 1" x 66" LVL
- 35. 1" x 68" LVL
- 36. 1" x 70" LVL
- 37. 1" x 72" LVL
- 38. 1" x 74" LVL
- 39. 1" x 76" LVL
- 40. 1" x 78" LVL
- 41. 1" x 80" LVL
- 42. 1" x 82" LVL
- 43. 1" x 84" LVL
- 44. 1" x 86" LVL
- 45. 1" x 88" LVL
- 46. 1" x 90" LVL
- 47. 1" x 92" LVL
- 48. 1" x 94" LVL
- 49. 1" x 96" LVL
- 50. 1" x 98" LVL
- 51. 1" x 100" LVL



7 SECOND LEVEL FLOOR PLAN

NOT FOR CONSTRUCTION

307 & 315 MAIN AVE  
PRIME PROPERTY MANAGEMENT  
307 & 315 MAIN AVE FARCO, ND 58103

PROJECT NAME	307 & 315 MAIN AVE FARCO, ND 58103
PROJECT PHASE	CONSTRUCTION
DATE	11/22/2024
PROJECT NO.	220199
SECOND LEVEL PLAN	
A201	



PROJECT NUMBER	100
DATE	11/20/2024
BY	ARCHITECT

NOT FOR CONSTRUCTION

307 & 315 MAIN AVE  
PRIME PROPERTY MANAGEMENT

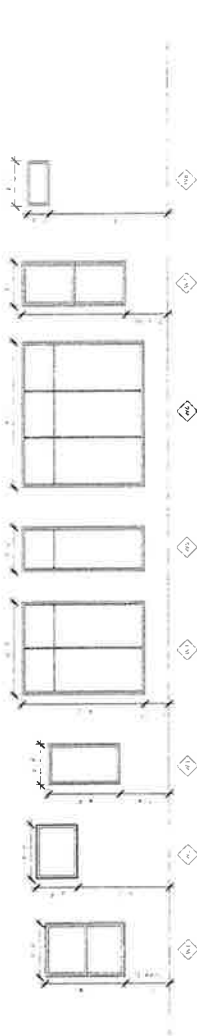
PROJECT PHASE	CONSTRUCTION
DATE	11/20/2024
BY	ARCHITECT
PROJECT NUMBER	100
DATE	11/20/2024
BY	ARCHITECT
PROJECT NUMBER	100
DATE	11/20/2024
BY	ARCHITECT

EXTERIOR ELEVATION GENERAL NOTES

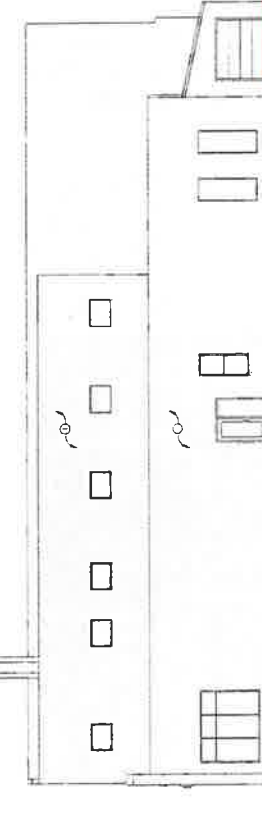
1. REFER TO ARCHITECTURAL GENERAL NOTES FOR ALL NOTES.

EXTERIOR ELEVATION KEY NOTES

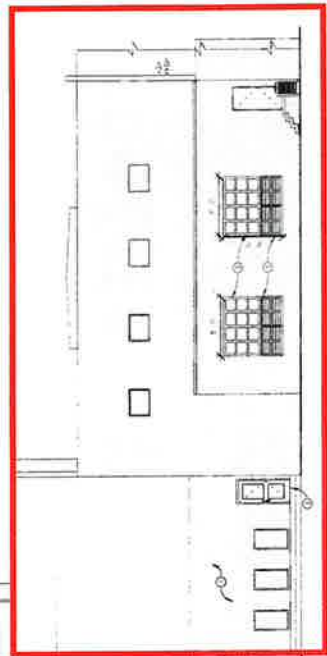
- 1. REFER TO ARCHITECTURAL GENERAL NOTES FOR ALL NOTES.
- 2. REFER TO ARCHITECTURAL GENERAL NOTES FOR ALL NOTES.
- 3. REFER TO ARCHITECTURAL GENERAL NOTES FOR ALL NOTES.
- 4. REFER TO ARCHITECTURAL GENERAL NOTES FOR ALL NOTES.



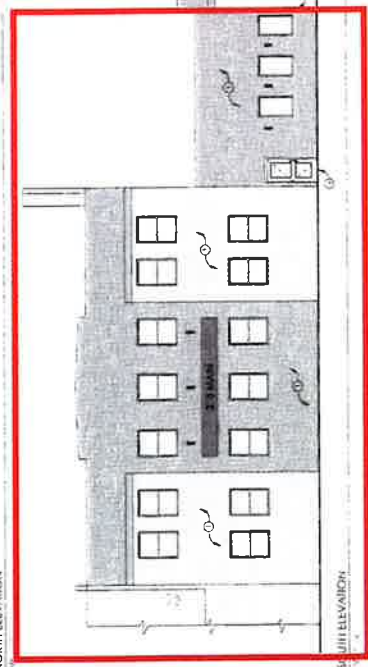
WINDOW TYPES



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



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

42

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, September 30, 2024, 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 September 30, 2024, 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

42

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, September 30, 2024, at 5:15 o'clock p.m. in the City Commission Room, City Hall, Fargo, North Dakota.

Any person aggrieved may appeal from the action of the Board of City Commissioners by filing with the City Auditor, prior to September 30, 2024, 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

Address	Parcel	Assessment
4001 18 AVE S	01-0520-00361-000	1,427.29
1834 5 ST N	01-2100-00630-000	442.46
4842 10 AVE S	01-3880-01075-000	589.25
5928 36 ST S	01-8394-00550-000	7,010.16
6474 21 ST S	01-8615-00300-000	2,648.86
1101 19 AVE N	01-0010-00300-000	429.06
1001 23 ST S	01-0031-00010-000	382.27
1102 17 ST N	01-0100-00220-000	335.02
730 19 ST N	01-0100-02240-000	322.61
1901 7 AVE N	01-0100-02295-000	326.17
2835 WHEATLAND DR S	01-0155-00281-000	246.6
1517 UNIVERSITY DR N	01-0380-01610-000	318.22
1102 7 ST N	01-0440-00331-000	194.15
1012 9 ST N	01-0440-02622-000	250.02
2308 26 1/2 CT S	01-0505-00419-000	899.28
2706 18 ST S	01-0505-01540-060	246.64
1400 MAIN AVE	01-0700-00341-000	261.58
322 FOREST AVE N	01-0720-01160-000	221.23
2110 MAIN AVE	01-0740-00081-000	339.65
106 21 ST S	01-0740-00810-000	74.76
101 8 ST S	01-0780-00420-000	180.43
2421 GREAT NORTHERN DR N	01-1041-00035-000	273.71
1902 52 AVE S	01-1060-00410-000	949.83
1117 7 AVE N	01-1120-00680-000	334.4
814 7 ST N	01-1130-00410-000	257.92
909 12 ST N	01-1140-00460-000	271.24
1216 43 ST N	01-1170-01351-010	175.45
1406 21 ST S	01-1240-01460-000	282.83
210 26 AVE N	01-1380-00360-000	1,147.51
2919 35 AVE S	01-1395-00082-000	525.47
2600 9 AVE S	01-1870-00150-000	5,546.41
3155 17 ST S	01-1885-01605-030	1,678.84
3163 17 ST S UNIT A	01-1885-01623-010	470.02
2736 15 ST S	01-1885-01822-000	371.53
1321 13 1/2 ST S	01-2040-00250-000	596.45
1417 16 ST S	01-2040-02110-000	201.54
1737 4 ST N	01-2100-01740-000	214.85
94 23 AVE N	01-2120-00401-000	1,158.23
91 NORTHERN PACIFIC AVE N	01-2170-00290-000	230.43
2109 17 ST S	01-2211-01111-000	309.37
1407 UNIVERSITY DR N	01-2220-04320-000	276.26
1401 5 AVE N	01-2340-00368-020	1,171.63
410 14 ST N	01-2340-00700-000	246.61
1446 3 AVE N	01-2340-01960-000	323.37
3032 19 ST S	01-2350-00480-000	1,443.75
1806 31 AVE S	01-2350-02373-000	230.43

602 10 ST N	01-2382-03400-000	225.47
605 11 ST S	01-2400-00011-000	730.5
2216 40 AVE S	01-2484-00110-000	336.97
3520 13 AVE S	01-2580-00105-000	263.49
1513 34 1/2 AVE S	01-2705-00390-000	1,583.08
3616 15 ST S	01-2705-02489-000	296.31
2323 SUNDANCE CIR S	01-2840-02440-000	234.38
2327 SUNDANCE CIR S	01-2840-02445-000	260.41
2702 9 1/2 ST N	01-3100-01250-000	221.23
3102 1 AVE N	01-3180-00350-000	346.74
1620 15 AVE S	01-3230-00020-000	625.12
1517 16 ST S	01-3230-00170-000	303.19
1005 BROADWAY N	01-3280-00020-000	483.88
518 19 ST N	01-3300-00360-000	500.84
313 19 ST N	01-3300-2450-000	318.15
4791 UNIVERSITY DR N	01-3500-51840-000	331.88
2303 18 ST S	01-3750-00225-000	150.35
1004 WESTRAC DR S	01-4021-00160-000	224.85
2705 ELM ST N	01-4040-00070-000	215.3
2934 7 ST N	01-4181-00760-000	336.59
1402 EAST GATEWAY CIR S UNIT M	01-4200-00196-040	806.05
334 27 CIR S	01-5450-00100-000	102.47
1659 51 ST S	01-5780-00020-000	254.68
4416 25 ST N	01-5890-00200-000	204.58
4262 39 AVE S	01-6600-00403-000	638.18
4751 TOWNSITE PL S	01-7001-00423-000	266.42
4280 HOUKOM CT S	01-7020-00970-000	514.95
6413 OSGOOD PKWY S	01-7020-01410-000	723.22
4153 FURNBERG PL S	01-7020-01560-000	205.22
4120 FURNBERG PL S	01-7020-01680-000	808.78
4310 47 ST S	01-7220-00050-000	701.49
4330 47 ST S	01-7220-00070-000	786.16
5060 43 AVE S	01-7730-03800-000	559.2
4764 52 ST S	01-7760-00631-000	443.25
4264 51 ST S	01-780-02700-000	457.22
4154 ARTHUR DR S	01-7910-00200-024	219.59
3317 FIECHTNER DR S	01-7960-00200-000	473.55
2567 54 AVE S	01-8386-0033-000	275.56
2606 57 AVE S	01-8386-00581-000	1,239.34
2597 55 AVE S	01-8386-00850-000	682.14
2630 56 AVE S	01-8386-00951-000	180.71
3467 58 CT S	01-8394-00530-000	1,510.78
3483 58 CT S	01-8394-00570-000	243.77
3410 58 CT S	01-8394-00730-000	1,527.37
6027 AUTUMN DR S	01-8394-01080-000	786.5
6212 35 ST S	01-8394-01380-000	1,441.95
6227 Maple Valley Dr S	01-8394-01500-000	254.3

6215 35 ST S	01-8394-01850-000	1,511.26
6233 35 ST S	01-8394-01880-000	162.51
3296 62 AVE S	01-8394-02100-000	372.19
3265 62 AVE S	01-8394-02230-000	1,503.86
4518 65 ST S	01-8407-00050-000	682.14
2616 64 AVE S	01-8421-00080-000	1,432.59
5229 51 AVE S	01-8445-00330-000	404.07
6171 68 ST S	01-8449-00020-000	291.02
6003 67 ST S	01-8449-00430-000	776.56
6026 66 ST S	01-8449-00670-000	254.71
6588 56 AVE S	01-8449-01720-000	682.15
5541 59 ST S	01-8449-02400-000	281.49
5891 59 AVE S	01-8449-02830-000	187.23
6254 58 ST S	01-8449-03090-000	251.52
6266 58 ST S	01-8449-03100-000	715.96
5582 59 ST S	01-8449-03280-000	296.47
6062 55 AVE S	01-8449-03510-000	909.39
6043 56 AVE S	01-8449-03560-000	260.1
6193 56 AVE S	01-8449-03650-000	188.94
6275 56 AVE S	01-8449-03880-000	1,397.38
6037 57 AVE S	01-8449-04230-000	360.47
5971 58 AVE S	01-8449-04520-000	508.94
6204 56 AVE S	01-8449-04700-000	1,284.48
5909 59 AVE S	01-8449-04960-000	813.26
6085 59 AVE S	01-8449-05050-000	641.49
6169 59 AVE S	01-8449-05090-000	527.99
6214 58 AVE S	01-8449-05240-000	239.24
5720 62 ST S	01-8449-05310-000	173.57
6235 57 AVE S	01-8449-05370-000	427.71
5934 59 ST S	01-8449-05740-000	715.96
6188 59 AVE S	01-8449-05930-000	536.99
5967 59 ST S	01-8449-06100-000	696.09
6231 60 AVE S	01-8449-06220-000	852.03
6063 59 ST S	01-8449-06480-000	178.09
6022 59 ST S	01-8449-06860-000	476.77
6047 63 AVE S	01-8449-07060-000	223.52
6164 61 AVE S	01-8449-07180-000	678.69
6251 63 AVE S	01-8449-07330-000	168.23
6634 DEER CREEK PKWY S	01-8449-07610-000	226.71
2305 67 AVE S	01-8466-00150-000	260.71
4104 51 WAY S	01-8482-00290-000	206.17
4120 51 WAY S	01-8482-00310-000	1,430.51
4159 51 WAY S	01-8482-00360-000	558.77
7272 14 ST S	01-8489-00080-000	600.89
7455 15 ST S	01-8489-01140-000	218.46
3880 51 ST S	01-8496-00680-000	325.9
2578 GOLDEN VALLEY PKWY S	01-8509-00170-000	187.23

2652 70 AVE S	01-8509-00520-000	730.21
2756 GOLDEN LN S	01-8509-00820-000	802.18
2037 67 AVE S	01-8510-00380-000	967.97
2050 67 AVE S	01-8510-00840-000	829.85
7449 CLAIRE DR S	01-8512-00310-000	60.16
7471 16 ST S	01-8512-00580-000	432.43
6794 SMYLIE LN S	01-8518-00040-000	886.79
6741 SMYLIE LN S	01-8518-00070-000	153.9
1555 72 AVE S	01-8530-00090-000	164.43
7270 16 ST S	01-8530-00170-000	667.71
7271 EAGLE POINTE DR S	01-8530-00220-000	164.43
6326 31 ST S	01-8550-00070-000	835
6340 31 ST S	01-8550-00080-000	136.49
4877 63 ST S	01-8559-00290-000	251.52
6288 CATTAIL CV S	01-8559-01050-000	218.55
4771 59 ST S	01-8559-01080-000	231.07
6279 59 AVE S	01-8562-00030-000	689.11
7423 20 ST S	01-8571-01050-000	360.45
575 34 ST S	01-8579-00100-000	97.2
3376 MAPLE LEAF LOOP S	01-8599-00580-000	1,487.19
3378 MAPLE LEAF LOOP S	01-8599-00590-000	694.95
1643 19 AVE N PT OF A	01-8600-01151-000	66.13
7338 17 ST S	01-8632-00040-000	1,343.33
7402 18 ST S	01-8632-00480-000	788.85
7368 18 ST S	01-8632-00520-000	758.66
6891 17 ST S	01-8659-00050-000	641.98
6819 17 ST S	01-8659-00100-000	476.77
1669 66 AVE S	01-8659-00750-000	641.49
1546 66 AVE S	01-8659-00960-000	383.19
6618 17 ST S	01-8659-01090-000	852.03
6628 17 ST S	01-8659-01100-000	697.15
1539 67 AVE S	01-8659-01410-000	450.93
1547 68 AVE S	01-8659-02320-000	484.15
1592 68 AVE S	01-8659-02500-000	1,385.99
1589 69 AVE S	01-8659-02510-000	745.94
1501 69 AVE S	01-8659-02630-000	565.51
4876 BLUEBELL LOOP S	01-8669-00060-000	270.5
3650 VETERANS BLVD S	01-8682-00100-000	89.11
3620 VETERANS BLVD S	01-8682-00300-000	348.35
2080 43 ST N	01-8695-00501-000	915.08
2595 72 AVE S	01-8715-00010-000	1,033.09
7255 26 ST S	01-8715-00360-000	1,053.84
7339 24 ST S	01-8718-00070-000	738.34
2556 GOLDEN LN S	01-8722-00230-000	634.31
7292 30 ST S	01-8725-00180-000	258.07
7260 30 ST S	01-8725-00220-000	380.37
7228 30 ST S	01-8725-00260-000	150.69

7220 30 ST S	01-8725-00270-000	632.6
7291 29 ST S	01-8725-00370-000	1,423.88
7252 28 ST S	01-8725-00570-000	477.15
3401 JACKS WAY S	01-8732-00500-000	114.28
6596 TORONTO DR S	01-8742-00060-000	383.07
6696 TORONTO DR S	01-8742-00210-000	649.56
2580 65 AVE S	01-8742-00410-000	1,508.10
6645 27 ST S	01-8742-00930-000	190.97
6564 28 ST S	01-8742-01100-000	159.83
7315 AQUILINE DR S	01-8772-00090-000	358.93
7317 22 ST S	01-8772-00111-000	855.9
7344 22 ST S	01-8772-00127-000	788.06
2636 74 AVE S	01-8774-00190-000	679.07
7362 28 ST S	01-8774-00730-000	280.71
7378 29 ST S	01-8774-00960-000	327.79
7488 24 ST S	01-8789-00080-000	567.03
7581 23 ST S	01-8789-00150-000	388.12
7501 23 ST S	01-8789-00190-000	632.58
7419 23 ST S	01-8789-00270-000	944.92
6140 36 ST S 2	01-8800-00200-030	267.04
6140 36 ST S 3	01-8800-00200-031	267.04
1450 68 AVE S	01-8804-00240-000	231.9
1442 68 AVE S	01-8804-00260-000	253.2
1447 69 AVE S	01-8804-00280-000	320.01
1485 69 AVE S	01-8804-00360-000	231.07
3900 54 ST S	01-8835-00100-000	326.71
3889 51 ST S	01-8835-00200-000	213.18
2900 FIECHTNER DR S	01-8837-00200-000	191.83

NOTICE OF HEARING  
ON SPECIAL ASSESSMENTS FOR  
MAINTENANCE OF SKYWAY SYSTEM

42

The Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing on special assessments for maintenance of the Skyway System on Monday, September 30, 2024, at 5:15 o'clock p.m. in the City Commission Room, City Hall, Fargo, North Dakota.

Any person aggrieved may appeal from the action of the Board of City Commissioners by filing with the City Auditor, prior to September 30, 2024, 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

(September 4 & 11, 2024)



43

**NOTICE OF HEARING**  
**2024 New & Re Construction City Ordered Sidewalks**  
**Project SR-23-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
01-0060-00670-000	407 18 ST S	7,340.16
01-0060-00680-000	401 18 ST S	367.54
01-0067-00900-000	1702 27 AVE S	6,656.01
01-0161-00040-000	1711 UNIVERSITY DR S	10,246.68
01-0161-00100-000	1701 13 1/2 ST S	1,858.11
01-0161-00110-000	1705 13 1/2 ST S	3,353.21
01-0161-00120-000	1709 13 1/2 ST S	2,684.69
01-0161-00130-000	1713 13 1/2 ST S	2,164.39
01-0161-00140-000	1717 13 1/2 ST S	612.56
01-0161-00150-000	1721 13 1/2 ST S	490.05
01-0161-00170-000	1729 13 1/2 ST S	2,559.15
01-0161-00180-000	1733 13 1/2 ST S	5,159.89
01-0161-00200-000	1741 13 1/2 ST S	2,793.59
01-0161-00210-000	1745 13 1/2 ST S	5,075.19
01-0161-00220-000	1749 13 1/2 ST S	5,907.83
01-0161-00230-000	1325 18 AVE S	7,839.79
01-0161-00240-000	1746 14 ST S	1,102.61
01-0161-00270-000	1734 14 ST S	6,080.67
01-0161-00280-000	1730 14 ST S	5,259.72
01-0161-00300-000	1722 14 ST S	3,307.84
01-0161-00320-000	1714 14 ST S	4,290.21
01-0161-00330-000	1710 14 ST S	1,490.57
01-0161-00340-000	1706 14 ST S	1,592.66
01-0161-00350-000	1702 14 ST S	3,607.31
01-0161-00360-000	1701 14 ST S	5,363.33
01-0161-00400-000	1717 14 ST S	3,329.39
01-0161-00410-000	1721 14 ST S	5,490.38
01-0161-00420-000	1729 14 ST S	5,101.66
01-0161-00430-000	1725 14 ST S	4,002.08
01-0161-00440-000	1733 14 ST S	2,225.64
01-0161-00450-000	1737 14 ST S	2,680.19

01-0161-00460-000	1741 14 ST S	5,341.14
01-0161-00470-000	1745 14 ST S	5,264.51
01-0161-00480-000	1749 14 ST S	5,028.05
01-0161-00490-000	1750 14 1/2 ST S	4,871.93
01-0161-00500-000	1746 14 1/2 ST S	4,591.19
01-0161-00510-000	1742 14 1/2 ST S	5,101.66
01-0161-00530-000	1734 14 1/2 ST S	5,220.39
01-0161-00540-000	1730 14 1/2 ST S	367.54
01-0161-00550-000	1726 14 1/2 ST S	3,532.44
01-0161-00580-000	1714 14 1/2 ST S	3,716.21
01-0161-00590-000	1710 14 1/2 ST S	5,192.41
01-0161-00600-000	1706 14 1/2 ST S	2,075.91
01-0161-00610-000	1702 14 1/2 ST S	4,301.55
01-0161-00630-000	1705 14 1/2 ST S	2,981.14
01-0161-00640-000	1709 14 1/2 ST S	7,562.67
01-0161-00690-000	1729 14 1/2 ST S	1,470.15
01-0161-00700-000	1733 14 1/2 ST S	5,101.66
01-0161-00710-000	1737 14 1/2 ST S	3,348.68
01-0161-00720-000	1741 14 1/2 ST S	2,879.04
01-0161-00730-000	1745 14 1/2 ST S	5,447.27
01-0161-00740-000	1749 14 1/2 ST S	5,950.18
01-0161-00750-000	1750 15 ST S	1,576.33
01-0161-00780-000	1738 15 ST S	1,878.53
01-0161-00790-000	1734 15 ST S	4,520.11
01-0161-00830-000	1718 15 ST S	4,402.89
01-0161-00840-000	1714 15 ST S	4,351.46
01-0161-00850-000	1710 15 ST S	6,548.87
01-0161-00860-000	1706 15 ST S	2,518.31
01-0161-00930-000	1721 15 ST S	2,341.35
01-0161-00940-000	1725 15 ST S	2,940.30
01-0161-00950-000	1729 15 ST S	2,409.41
01-0161-00960-000	1733 15 ST S	5,665.83
01-0161-00980-000	1741 15 ST S	1,478.32
01-0161-00990-000	1745 15 ST S	2,205.23
01-0162-01160-000	1815 UNIVERSITY DR S	7,991.29
01-0162-01310-000	1324 18 AVE S	8,644.61
01-0162-01320-000	1805 13 1/2 ST S	3,675.38
01-0162-01330-000	1809 13 1/2 ST S	4,083.75
01-0162-01340-000	1813 13 1/2 ST S	3,328.26
01-0162-01350-000	1817 13 1/2 ST S	1,490.57
01-0162-01360-000	1821 13 1/2 ST S	3,838.73
01-0162-01375-050	1825 13 1/2 ST S	4,818.83
01-0162-01380-000	1829 13 1/2 ST S	3,716.21

01-0162-01420-000	1842 14 ST S	2,557.64
01-0162-01450-000	1832 14 ST S	3,021.98
01-0162-01460-000	1828 14 ST S	1,102.61
01-0162-01470-000	1824 14 ST S	3,675.38
01-0162-01480-000	1820 14 ST S	1,020.94
01-0162-01491-000	1814 14 ST S	2,246.06
01-0162-01500-000	1810 14 ST S	5,308.88
01-0162-01510-000	1806 14 ST S	2,654.44
01-0162-01520-000	1330 18 AVE S	7,698.75
01-0162-01530-000	1402 18 AVE S	16,445.92
01-0162-01550-000	1809 14 ST S	1,470.15
01-0162-01560-000	1813 14 ST S	3,912.84
01-0162-01570-000	1817 14 ST S	1,633.50
01-0162-01590-000	1829 14 ST S	3,675.38
01-0162-01600-000	1833 14 ST S	2,981.14
01-0162-01610-000	1837 14 ST S	3,850.83
01-0162-01620-000	1841 14 ST S	2,817.79
01-0162-01630-000	1845 14 ST S	775.91
01-0162-01640-000	1846 14 1/2 ST S	4,114.38
01-0162-01650-000	1842 14 1/2 ST S	4,410.45
01-0162-01670-000	1834 14 1/2 ST S	2,634.02
01-0162-01690-000	1826 14 1/2 ST S	3,716.21
01-0162-01720-000	1814 14 1/2 ST S	4,499.69
01-0162-01730-000	1810 14 1/2 ST S	816.75
01-0162-01740-000	1414 18 AVE S	5,165.94
01-0162-01750-000	1802 14 1/2 ST S	2,899.46
01-0162-01770-000	1805 14 1/2 ST S	4,788.58
01-0162-01800-000	1817 14 1/2 ST S	367.54
01-0162-01820-000	1825 14 1/2 ST S	428.79
01-0162-01830-000	1829 14 1/2 ST S	3,563.07
01-0162-01880-000	1846 15 ST S	1,123.03
01-0162-01890-000	1842 15 ST S	4,009.64
01-0162-01900-000	1838 15 ST S	2,246.06
01-0162-01930-000	1826 15 ST S	3,493.88
01-0162-01950-000	1818 15 ST S	2,899.46
01-0162-01970-000	1810 15 ST S	3,523.98
01-0162-01980-000	1806 15 ST S	3,103.65
01-0162-01990-000	1432 18 AVE S	1,756.01
01-0162-02000-000	1426 18 AVE S	1,878.53
01-0162-02020-000	1805 15 ST S	3,464.38
01-0162-02040-000	1813 15 ST S	735.08
01-0162-02050-000	1817 15 ST S	2,232.45
01-0162-02150-000	1833 15 ST S	8,800.40

01-0162-02160-000	1837 15 ST S	1,470.15
01-0162-02180-000	1845 15 ST S	1,817.27
01-0163-02590-000	1909 14 ST S	2,082.71
01-0163-02600-000	1913 14 ST S	3,827.38
01-0163-02610-000	1914 14 1/2 ST S	3,212.55
01-0163-02630-000	1910 14 1/2 ST S	4,165.43
01-0163-02660-000	1901 14 1/2 ST S	2,783.76
01-0163-02670-000	1905 14 1/2 ST S	1,490.57
01-0163-02680-000	1909 14 1/2 ST S	2,436.64
01-0163-02690-000	1913 14 1/2 ST S	2,654.44
01-0163-02720-000	1914 15 ST S	6,779.70
01-0163-02780-000	1909 15 ST S	1,470.15
01-0163-02790-000	1913 15 ST S	2,491.09
01-0163-02800-000	1917 15 ST S	2,947.11
01-0505-01090-000	2326 26 1/2 AVE S	375.71
01-0740-00950-000	220 24 ST S	2,041.88
01-0740-01750-000	321 21 ST S	1,029.11
01-0960-00540-000	1521 13 AVE S	3,675.38
01-0988-00050-000	3600 25 ST S	694.24
01-1240-00130-000	1810 13 AVE S	857.59
01-1460-00240-000	1713 17 ST S	735.08
01-1460-00250-000	1717 17 ST S	5,531.21
01-1710-00560-000	3508 10 ST S	1,796.85
01-1720-00770-000	1610 6 ST S	2,531.93
01-1895-00070-000	2613 MEADOW CREEK CIR S	367.54
01-2296-00103-000	2837 PARKVIEW DR S	878.01
01-2296-00107-000	2835 PARKVIEW DR S	878.01
01-2296-00410-000	3448 28 AVE S	596.23
01-2323-00040-000	3642 18 ST S	326.70
01-2323-01250-000	1717 40 AVE S	5,808.00
01-2332-02801-000	1444 45 ST S	1,560.90
01-2710-00930-000	906 24 AVE S	367.54
01-2710-00940-000	902 24 AVE S	2,041.88
01-2832-00037-000	2119 33 AVE S	367.54
01-2840-00920-000	1757 23 ST S	4,661.66
01-3610-00695-000	4227 10 AVE S	1,674.34
01-5240-00201-000	3231 11 ST S	33,587.33
01-5720-00610-000	1553 61 AVE S	326.70
01-5720-00620-000	1569 61 AVE S	326.70
01-6610-00703-000	4650 AGASSIZ XING S	13,010.53
01-6610-00704-000	4776 AGASSIZ XING S	27,830.00
01-6980-00641-000	4502 37 AVE S	1,379.40
01-6980-00643-000	4550 37 AVE S	1,225.13

01-7020-01620-000	4189 FURNBERG PL S	898.43
01-7440-00210-000	3937 50 ST S	5,078.98
01-7540-00101-000	4521 38 AVE S	1,089.00
01-7860-01900-000	4342 37 AVE S	2,783.00
01-7860-02000-000	4336 37 AVE S	2,783.00
01-7860-02100-000	4330 37 AVE S	2,783.00
01-7880-00100-000	4601 23 AVE S	7,423.27
01-7920-00200-000	4701 AGASSIZ XING S	15,731.68
01-8330-00300-000	4420 37 AVE S	1,113.20
01-8497-00400-000	3253 51 ST S	14,419.42
01-8502-00100-000	4625 23 AVE S	13,201.86
01-8663-00010-000	4324 37 AVE S	2,504.70
01-8663-00020-000	4318 37 AVE S	3,061.30
01-8664-00010-000	4312 37 AVE S	2,922.15
01-8664-00020-000	4304 37 AVE S	4,731.10
01-8727-00200-000	4120 40 ST S	6,882.13
01-8788-00200-000	3730 50 ST S	1,008.84

Notice: On 9/30/24 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 14 & 21, 2024)

**NOTICE OF HEARING**  
**2024 New & Re Construction City Ordered Sidewalks**  
**Project SR-23-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
01-0730-00161-000	514-516 30 AVE N	2,450.25
01-0740-00170-000	2125 1 AVE S	33,382.14
01-1420-00050-000	1020 36 ST S	16,652.14
01-1420-00090-000	924 WESTRAC DR S	16,188.83
01-1520-00824-000	505 2 AVE N	976.82
01-2055-00015-000	920 36 ST S	20,368.17
01-2055-00030-000	1000 36 ST S	18,500.90
01-2100-00150-000	1725 BROADWAY N	11,288.29
01-2120-01440-000	2702 ELM ST N	335.78
01-3240-00201-000	3111 BROADWAY N	2,976.60
01-3500-00840-000	1901 1 AVE S	11,015.30
01-3500-05054-000	3305 WESTRAC DR S	7,120.85
01-3540-00195-000	3205 CHERRY LN N	63.53
01-3540-00200-000	3207 CHERRY LN N	63.53
01-3540-00205-000	3211 CHERRY LN N	63.53
01-3540-00210-000	3213 CHERRY LN N	63.53
01-3540-00215-000	3215 CHERRY LN N	63.53
01-3540-00220-000	3217 CHERRY LN N	63.53
01-3540-00225-000	3219 CHERRY LN N	63.53
01-3540-00230-000	3221 CHERRY LN N	63.53
01-3540-00235-000	3225 CHERRY LN N	63.53
01-3540-00240-000	3227 CHERRY LN N	63.53
01-3540-00245-000	3229 CHERRY LN N	63.53
01-3540-00250-000	3231 CHERRY LN N	63.53
01-3540-00255-000	3233 CHERRY LN N	63.53
01-3540-00260-000	3235 CHERRY LN N	63.53
01-3540-00265-000	3224 2 ST N	63.53
01-3540-00270-000	3226 2 ST N	63.53
01-3540-00275-000	3228 2 ST N	63.53
01-3540-00280-000	3230 2 ST N	63.53
01-3540-00285-000	3232 2 ST N	63.53

01-3540-00290-000	3234 2 ST N	63.53
01-3540-00295-000	3210 2 ST N	63.53
01-3540-00300-000	3212 2 ST N	63.53
01-3540-00305-000	3214 2 ST N	63.53
01-3540-00310-000	3216 2 ST N	63.53
01-3540-00315-000	3218 2 ST N	63.53
01-3540-00320-000	3220 2 ST N	63.53
01-3540-00325-000	3204 2 ST N	63.53
01-3540-00330-000	3206 2 ST N	63.53
01-3540-00335-000	215 32 AVE N	63.53
01-3540-00340-000	217 32 AVE N	63.53
01-4060-00742-000	2491 LILAC LN N	1,243.28
01-8443-00030-000	5425 51 AVE S	11,544.43
01-8443-00040-000	5475 51 AVE S	9,428.14
01-8443-00050-000	5555 51 AVE S	11,653.57
01-8443-00110-011	5302 51 AVE S	16,409.10
01-8443-00110-012	5306 51 AVE S	7,539.32
01-8443-00110-013	5310 51 AVE S	7,539.32
01-8443-00130-010	5498 51 AVE S	1,110.33
01-8443-00130-020	5494 51 AVE S	1,110.33
01-8443-00130-030	5490 51 AVE S	1,110.33
01-8443-00130-040	5486 51 AVE S	1,110.33
01-8443-00130-050	5482 51 AVE S	1,110.33
01-8443-00130-060	5454 51 AVE S	1,110.33
01-8443-00130-070	5458 51 AVE S	1,110.33
01-8443-00130-080	5462 51 AVE S	1,110.33
01-8443-00130-090	5466 51 AVE S	1,110.33
01-8443-00130-100	5470 51 AVE S	1,110.33
01-8443-00130-110	5474 51 AVE S	1,110.33
01-8443-00130-120	5478 51 AVE S	1,110.33
01-8445-00030-000	5229 51 AVE S	5,390.55
01-8445-00103-001	5192 51 AVE S	4,691.78
01-8445-00103-002	5192 51 AVE S STE 200	4,691.78
01-8445-00113-000	5226 51 AVE S	7,101.55
01-8445-00115-000	5258 51 AVE S	8,318.75
01-8445-00133-000	5292 51 AVE S	10,289.30
01-8515-00100-000	5370 51 AVE S	11,337.46
01-8515-00200-014	5390 51 AVE S	12,861.19
01-8554-00320-000	3521 GRANDWOOD DR N	3,993.00
01-8561-01300-000	5635 14 AVE N	48,980.80
01-8561-01400-000	5565 14 AVE N	23,824.90
01-8561-01500-000	5513 14 AVE N	23,126.13
01-8689-00300-000	1330 55 ST N	9,516.65

01-8689-00400-000	1310 55 ST N	29,481.65
01-8712-00100-000	5518 51 AVE S	8,961.96
01-8712-00200-000	5556 51 AVE S	8,961.96
01-8750-00100-000	5012 53 ST S	41,304.26
01-8775-00100-000	3575 41 ST S	26,819.65
01-8802-00100-000	3502 INTERSTATE BLVD S	11,047.30
01-8802-00200-000	3518 INTERSTATE BLVD S	34,051.71
01-8864-00100-000	3131 BROADWAY N	3,267.00
01-8874-00100-000	21 18 ST S	32,646.95

Notice: On 9/30/24 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 14 & 21, 2024)



45a-v

NOTICE OF HEARING  
ON SPECIAL ASSESSMENT LIST FOR  
NEW PAVING & UTILITY CONTRSRUCTION  
IMPROVEMENT DISTRICT NO. BN-22-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving & Utility Construction, Improvement District No. BN-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.

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, September 30, 2024.

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 4, 2024)

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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 4, 2024

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 & UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-22-F

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving & Utility Construction, Improvement District No. BN-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, September 30, 2024.

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 4, 2024)

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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 4, 2024

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 & UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-22-G

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving & Utility Construction, Improvement District No. BN-22-G, 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, September 30, 2024.

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 4, 2024)

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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 4, 2024

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 & UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-22-L

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving & Utility Construction, Improvement District No. BN-22-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, September 30, 2024.

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 4, 2024)

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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 4, 2024

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 & UTILITY CONTRSRUCTION  
IMPROVEMENT DISTRICT NO. BN-23-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving & Utility Construction, Improvement District No. BN-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, September 30, 2024.

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 4, 2024)

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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 4, 2024

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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-22-A

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-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, September 30, 2024.

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 4, 2024)

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Publication Date: September 4, 2024

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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-22-B

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-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, September 30, 2024.

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 4, 2024)

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Publication Date: September 4, 2024

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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-22-C

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-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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City Auditor's Office  
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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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-B

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-23-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.

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225 North 4th Street  
Fargo, ND 58102

Send one (1) Affidavit.

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NOTICE OF HEARING  
ON SPECIAL ASSESSMENT LIST FOR  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-C

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-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.

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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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-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-23-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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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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-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-23-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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City Auditor's Office  
(September 4, 2024)

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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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-H

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-23-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.

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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  
PAVING & UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-J

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-23-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.

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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  
NEW PAVING CONSTRUCTION  
IMPROVEMENT DISTRICT NO. PN-22-M

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving Construction, Improvement District No. PN-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, September 30, 2024.

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City Auditor's Office  
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Publication Date: September 4, 2024

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  
ASPHALT WEAR COURSE  
IMPROVEMENT DISTRICT NO. PN-23-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-23-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, September 30, 2024.

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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  
NEW PAVING CONSTRUCTION  
IMPROVEMENT DISTRICT NO. PN-23-E

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of New Paving Construction, Improvement District No. PN-23-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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City Auditor's Office  
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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  
SEAL COAT  
IMPROVEMENT DISTRICT NO. PR-23-C

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Seal Coat, Improvement District No. PR-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, September 30, 2024.

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City Auditor's Office  
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Bill to:  
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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  
MILL & OVERLAY  
IMPROVEMENT DISTRICT NO. PR-23-E

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Mill & Overlay, Improvement District No. PR-23-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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Bill to:  
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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  
MILL & OVERLAY  
IMPROVEMENT DISTRICT NO. PR-23-G

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Mill & Overlay, Improvement District No. PR-23-G, 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  
NEW UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. UN-23-A

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-23-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.

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Attn: Michelle  
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  
UTILITY RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. UR-23-A

Notice is hereby given that the Special Assessment Commission has confirmed the special assessment list for installation of Utility Reconstruction, Improvement District No. UR-23-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.

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Fargo, ND 58102

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Phone: 701.241.1310 | Fax: 701.476.4136

[FargoND.gov](http://FargoND.gov)

Handwritten initials 'H6' enclosed in a circle, located in the upper right quadrant of the page.

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: MAYOR TIMOTHY J. MAHONEY**

Handwritten signature of Timothy J. Mahoney in blue ink, positioned to the right of the 'FROM' line.

**DATE: SEPTEMBER 30, 2024**

**RE: 2025 BUDGET**

The 2025 preliminary budget and taxation hearing was held on September 16th. 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 2025 and the proposed tax levies as presented.



**TO: BOARD OF CITY COMMISSIONERS**

**FROM: CITY COMMISSIONER JOHN STRAND**

**DATE: SEPTEMBER 30, 2024**

**SUBJECT: 2025 BUDGET AMENDMENT PROPOSAL**

In hopes of achieving a majority consensus on the 2025 budget, I would like the following consolidated Amendments:

- On top of the already approved RIFs, administration will trim 3 or more additional FTEs prior to the onset of the 2025 calendar year.
- Sunset the Sustainability and Resiliency Committee, Police Advisory and Oversight Board, Community Development Committee, Parking Commission and Auditorium Commission.
- Eliminate the administrative Office of Strategic Planning and Research which was created in 2018.
- Addition of 2 - 4 new sworn Police Officers to the Downtown Community Engagement Team in lieu of funding the following non-core services (Estimates):
  - \$175,000 DCP/Broadway Square
  - \$90,000 Arts Partnership
  - \$30,000 Indigenous Association
  - \$30,000 MLK/Juneteenth
  - \$50,000 Community Land Trust
  - \$50,000 Social Services
  - \$10,000 other Services
  - \$100,000 GFMEDC Operating
  - \$5,000 GFMEDC Community Portal
  - \$50,000 Emerging Prairie
  - \$41,200 YouthWorks
  - \$7,500 Workforce Academy Partner Membership
- In light of these budget cuts, we thereby establish a 2025 4.5% COLA so as to prioritize workforce retention

**RECOMMENDED MOTION:** To amend the 2025 Preliminary Budget to include the consolidated amendments as presented.